

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

**REQUEST FOR PROPOSAL
FOR HVAC Replacement & Repair Services
For July 1, 2013 through June 30, 2014**

Solicitation: RFP13- HVAC

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

NAME: Mike Polkinhorn
TITLE: PURCHASING AGENT
ENTITY: HEAD START OF GREATER DALLAS, INC.
ADDRESS: 3954 GANNON LANE
DALLAS, TEXAS 75237
PHONE: (972) 283-6400

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I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (RFP) is to solicit offers to obtain the services of a Texas State Licensed supplier(s) to design, provide, install, and service the HVAC Systems that support all HSGD (Head Start of Greater Dallas) locations. It is anticipated to result in a contract for 1 (one) year with 2 (two) additional optional years.

B. Who May Respond

Only Qualified Principals with the required certifications, licenses, and a minimum five (5) years experience with Commercial HVAC Systems -----may respond to this RFP.

C. Pre-proposal Conference will be held on March 26, 2013, 10 a.m. at Head Start of Greater Dallas Central Office. You are encouraged to attend, please RSVP. If cannot attend then you may fax or e-mail your questions and/or statement to mpolkinhorn@hsgd.org attention at 972 296 -9475 prior to 10:00 A.M. March 25, 2013. Any faxes or e-mails received after 10:00 A.M. will NOT be part of the Pre-proposal Conference nor will they receive a response.

D. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted and received no later than **1:30 p.m. April 17, 2013**.

2. Inquiries

Inquiries concerning this RFP should be directed to Mike Polkinhorn at (972) 283-6415. However, questions dealing with specifications and performance of the contract shall be addressed ONLY during the Pre-proposal Conference.

3. Conditions of Proposal

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

4. Responsiveness

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

5. Instructions to Prospective Contractors

Your Proposal should be addressed as follows:

Name: Mike Polkinhorn_RFP(13-HVAC)
Title: Purchasing Agent
Entity: Head Start of Greater Dallas, Inc.
Address: 3954 Gannon Lane
Dallas, Texas 75237

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal 13-HVAC

1:30 p.m. on April 17, 2013

SEALED PROCUREMENT for HVAC Provision, Installation & Repair 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. Bids will be opened promptly at 1:35 p.m. per Head Start time. Any proposal received after the opening of the first proposal will be considered a late proposal and returned unopened to the Offeror.

Late proposals will not be considered.

6. Right to Reject

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

7. Amendment:

Any interpretations, corrections or changes to the Request for Proposals and specifications shall be made by issuance of written addenda. 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 having average annual receipts for the last three fiscal years of less than four million dollars.

9. Notification of Award

It is expected that a decision selecting the successful HVAC Services Firm within 6 weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful Firm and the bid awarded, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the name of the successful firm.

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

10. Conflict of Interest:

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

11. Ethics:

Offeror shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Agency.

12. Offerors must comply:

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) and/or posted.

Then:

- The Purchasing Agent will notify the Awardee of the protest and review the Protestor's and the Awardee's solicitation documents within 3 days of receipt of the protest to determine the merit of the protest/appeal.
- Upon making a determination, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days of their determination.
 - i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
 - ii. If the Award is upheld, then the Protester has 5 days to appeal in writing to the Director of Purchasing or their designate. After 5 days the Awardee will be notified and the contract reinstated.

Then:

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

E. 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 are located throughout Dallas County. Head Start of Greater Dallas, Inc. is the Health and Human Services grantee for the Head Start program in Dallas County. This is the sole program operated by Head Start of Greater Dallas, Inc.

F. Options

At the discretion of Head Start of Greater Dallas, Inc. this HVAC Provision, Installation & Repair Proposal may result in a contract for one year that can be extended for two additional one-year periods. The cost for the option periods will be agreed upon by Head Start of Greater Dallas, Inc. and Offeror. It is anticipated that the cost for the optional years will be based upon services provided, experience of prior year, and number of hours required by the Contractor to achieve Agency goals.

II. SPECIFICATIONS

A. Scope of HVAC Provision, Installation, and Repair Services

The purpose of this RFP is to obtain the services of a Texas Licensed supplier or suppliers to design, provide, install and repair HVAC Systems for all Head Start Facilities. **HVAC is defined as Heating, Ventilation, and Air Conditioning for the purpose of this RFP.**

1. **Repairs** – please state your anticipated response times for Emergency and routine repair service requests.
2. **Maintenance** – it is the responsibility of the supplier to maintain and replace any failing equipment in a timely fashion.
3. **Information** – HSGD will provide the supplier with all necessary information pertinent to Agency rules, regulations, and performance of the contract terms, conditions, and responsibilities.
4. **Account Management** – HSGD requires that a project leader/account manager be assigned to their account. HSGD and this individual will establish an acceptable schedule to review account status, performance issues, accounting issues, etc.
5. **Reports – Offeror** will provide HSGD with a detailed, itemized scope of work, and cost of their proposed solution. The report will include Equipment Manufacturer, Model Number(s), options, and warranties.

B. Development of Action Plan

Development of a plan of action that addresses the Specifications and includes:

1. A specific plan and procedure for resolution of issues detailing the line of communication, contacts, emergency / routine response timeframes, and recommended preventative maintenance schedules.
2. Provide a specific person for contact information and procedure for resolving Accounting issues.
3. Specifies number of personnel, their experience, and certifications (licenses) of staff employed to service the HVAC's under this Head Start of Greater Dallas, Inc. Contract.

C. Performance

Head Start of Greater Dallas' HVAC Systems shall be maintained at the optimum level of functionality at all times. The performance for such shall be regularly monitored pursuant to all provisions of the RFP. Maintenance/replacement of Equipment shall be performed in a timely manner.

D. 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.

E. 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.

F. Indemnification

SUCCESSFUL OFFEROR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE AGENCY, ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT, ACT OF OMMISION OR ERROR, OR OTHER FAULT OF THE SUCCESSFUL OFFEROR, OR THEIR AGENTS, IN THE PERFORMANCE OF ANY

CONTRACT WHICH MAY RESULT FROM THE BID AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT COST WHICH MAY BE OBTAINED AGAINST THE AGENCY GROWING OUT OF SUCH INJURY OR DAMAGES.

G. 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.

H. Delivery Schedule

The required schedule for delivery of service is determined by the availability of necessary equipment.

I. 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 of contractors to help the Agency, as a non-profit community service organization, to meet it's obligation through donations of added value services and/or in-kind contributions of products. If the Offeror intends to help meet the Agency's match through in-kind services or product then please indicate the value and/or percentage of the in-kind with the pricing information. If a discount on catalog products is to be offered in lieu "in-kind" product, then indicate in your bid whether or not this discount is unique to the Agency, due to it's being a non-profit organization, or is your standard practice (which cannot be counted towards matching funds). This not a determining factor in the selection of a Contractor. HSGD qualifies for GSA, TXMAS, and other governmental cooperative schedule pricing. If your company is on any government or cooperative schedule, please indicate if the above pricing/discounts meet or exceed the schedule pricing and provide the contract number and Agency.

ALL PRICING INFORMATION SHOULD BE IN A SEPARATE ENVELOPE FOR REVIEW PURPOSES.

PRICING SCHEDULE

Note: Schedule of pricing for your optional use.

Item #	Specifications	Unit of Issue	Quantity	Unit Price	Extended Total Amount
1.	Turnkey replacement of (11) package units located at the Wanda Meshack Smith HS.(3950 Gannon Lane Dallas 75237) Current units are Trane	Each	11		
2.	Turnkey replacement of (10) package units located at the Jerry Junkins HS.(650 Lee St. Mesquite 75149) Current units are Trane	Each	10		
3.	Other Services – Include base hourly labor rate for HVAC replacement and repair. Include % of mark-up for any equipment necessary for replacement or repair.	Each			
.					

See Attachment(s) _____ (if applicable)

J. 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, Governmental Code VTCA. Contractor is required to pay any Subcontractors within ten (10) days of receipt of payment from the Agency. Head Start of Greater Dallas, Inc. reserves the right to challenge and/or reject an invoice or request for payment if the documentation of services provided (proof of delivery of service) is not satisfactory 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. Normal TERMS FOR PAYMENT AND DELIVERY-net 30 and FOB destination

K. Work papers

1. The Offeror will provide a copy of all work papers and other documentation pertaining to the work performed and equipment provided as support for any invoice. The work papers must be concise, complete, and provide the basis for costs as well as 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.

J. Confidentiality

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

K. Professional Standards

Offeror's personnel assigned to Head Start of Greater Dallas shall, while on the Head Start of Greater Dallas campus, conduct themselves in accordance with the policies and standards of conduct Head Start of Greater Dallas staff operate. At all times conduct shall be professional and exhibiting the "best practices" of the industry.

III. OFFEROR'S TECHNICAL QUALIFICATIONS

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

A. Prior Experience with Design, Provision, Installation, and Repair of Commercial HVAC Systems.

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

1. At least 5 years desired performing the basic functions necessary to Design, Install, Repair, and, Service Commercial HVAC Systems.
2. Prior experience servicing nonprofit organizations (5 years desired).

3. At least 5 years performing Commercial HVAC Systems Design, Installation, and Service in Dallas County.

B. Organization, Size, and Structure

The Offeror should describe its organization, size (in relation to the size of HSGD Requirements) and structure. Indicate if the firm is a listed U.S. GSA, TXMAS, or governmental purchasing cooperative approved supplier.

C. Staff Qualifications

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

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, support, any action or business model pertinent to the proposal, and related information. If operational changes are proposed then studies, research, and related pertinent information must be provided to support the Offeror's rationale.

E. Licenses / Certificates

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

IV. PROPOSAL EVALUATION

A. Submission of Proposals

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

B. Nonresponsive Proposals

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

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.

3. The proposal does not address all items included in the specifications.
4. The proposal does not provide the requested references for firms that you have provided like services.
5. The proposal does not provide qualifications, experience, certifications, or licenses for staff members assigned to the project.
6. The Proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would successfully address the needs of the HSGD Network Users.

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

C. Review Process

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

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

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

D. Evaluation

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

	Factors	Point Range
1.	Prior Experience	
a.	Prior experience providing Commercial HVAC Systems Design, Provision, Installation, Repair, and P/M Services	0-15
b.	Prior experience performing related services for nonprofit organizations.	0-5
c.	Prior experience performing Commercial HVAC Services in Dallas County.	0-10
<p>Head Start of Greater Dallas will contact prior serviced organizations to verify the experience provided by the Offeror.</p>		
2.	Organization, size, and structure of the Offeror's firm. (Considering size in relation to the Size/Cost of the Project(s) to be performed.)	
a.	Adequate size of the firm (Financial Resources)	0-10
b.	Minority/small business	0-5
3.	Qualifications of staff to be assigned to the auditing, planning, development, administration, and management of the project. This will be determined from references, resumes, education, certifications, years of experience, continuing professional education, etc.	
a.	Project team makeup	0-10
b.	Overall supervision to be exercised	0-5
c.	Prior experience of the individual project team members	0-5
4.	Offeror's understanding of work to be performed.	
a.	Adequate coverage	0-10
b.	Project Completion Schedule	0-5
5.	Price	
a.	Contract Pricing Offered	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 kept in force during the contract term (and subsequent terms) professional Liability Insurance, Workers Compensation, and other insurance deemed reasonably necessary by the Agency.

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

Dated this _____ day of, 20 ____.

(Offeror's Firm Name)

(Signature of Offeror's Representative)

(Printed Name and Title of Individual Signing)

Acknowledged by _____
Agency Representative

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

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

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

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub recipients will certify and disclose accordingly.

Do you have or do you anticipate having covered sub awards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

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 **June 30, 2016** 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.

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. *The Contractor shall perform Criminal Background Checks for any personnel working in Head Start Centers (in accordance with TDLR Regulations).*

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 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 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.

- 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 _____
Head Start of Greater Dallas, Inc.

Date _____