

# HEAD START OF GREATER DALLAS, INC.

## INVITATION FOR BIDS

IFB NO: 09-RJFAS CLOSING DATE: July<sup>31</sup> 2009

SUBJECT: Turnkey Provision / Installation of Fire Alarm System

OPENING TIME: 1:30 P.M.

**Head Start of Greater Dallas, Inc. (Agency)** is seeking bids for Turnkey Fire Alarm System Installation at the Robbie Jones Head Start .

**TO PROVIDE** for a requirements contract commencing on the date of award and continuing for 60 days.

**PRE-BID CONFERENCE:** A pre-bid conference shall be held on Tuesday July 21, 2009 at 10:00 a.m. at 1920 Walnut Plaza, Carrollton, TX 75006.

Sealed bids shall be submitted to:

Head Start of Greater Dallas, Inc.  
Attn.: Mike Polkinhorn, Purchasing Agent  
3954 Gannon Lane,  
Dallas, Texas 75237

**NO LATER than 10:00 A.M., July<sup>31</sup>, 2009**

Mark Envelope: IFB NO: 09-RJFAS

**ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BEFORE THE TIME INDICATED ABOVE. THE OFFICIAL TIME SHALL BE DETERMINED BY THE CLOCK IN THE PURCHASING DEPARTMENT. FAX SHALL NOT BE ACCEPTED.**

Head Start of Greater Dallas, Inc. appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline shall not be considered for the award of a contract. Bid opening is scheduled to be held in the Agency's Purchasing Department at the above address and time. You are encouraged to attend.

**LATE BIDS:** Bids received in the Agency's Purchasing Department after submission deadline shall be returned unopened and shall be considered void

and unacceptable. The official time shall be determined by the clock in the Purchasing Office. The Agency is not responsible for lateness of mail, carrier, etc.

Any questions concerning this IFB and specifications shall be directed to Mike Polkinhorn at (972) 283-6415.

**FUNDING:** Funding is available through the fiscal year. Renewals are subject to appropriations received. Performance of this contract beyond that date is contingent upon the availability of funds "from" which payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance and until the Contractor receives notice of availability.

**IT IS UNDERSTOOD** that the Agency reserves the right to accept or reject any and/or all bids for any or all equipment/supplies/services covered in this solicitation and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the Agency

**ALTERING OF BIDS:** Bids cannot be altered or amended after submission deadline. Any Interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BIDS:** A bid may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

**SALES TAX:** The Agency is by statute exempt from the State Sales Tax and Federal Excise Tax, therefore, the bid price shall not include taxes.

**AMENDMENT:** Any interpretations, corrections or changes to the Invitation for Bid and specifications shall be made by issuance of written addenda. Sole issuing authority of amendment shall be vested in the Agency's Purchasing Agent. Addenda will be available on the Agency web site ([www.hsgd.org](http://www.hsgd.org)) or upon written request mailed (or e-mailed) to any prospective bidder. All responding bidders shall acknowledge receipt of all addenda.

**ETHICS:** Bidder 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.

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

**BIDDER SHALL PROVIDE:** With this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

**BID AWARD:** Although it is anticipated there will be a sole award, the Agency reserves the right to award, as result of the bid, multiple contracts. If such were to occur, no more than three contracts would be awarded a primary, secondary and a tertiary supplier. Only these selected suppliers will be afforded the opportunity to bid on any major procurements of a like nature, should the need arise. Any firm submitting a bid on this procurement will be advised as to any award(s) made.

**PROTEST OF AWARD:** If a bidder wishes to protest and appeal the award then they must file a written notice of protestation with the Purchasing Agent listed on this solicitation within ten days of the Notification of Award being mailed (or e-mailed).

Then:

- The Purchasing Agent will notify the Awardee of the protest and review the Protestor's and the Awardee's solicitation documents within 3 days of receipt of the protest to determine the merit of the protest/appeal.
- Upon making a determination, the Purchasing Agent will respond in writing to the Protester as to their findings within 2 days of their determination.
  1. 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.
  2. 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.

**REFERENCES:** Head Start requires bidders to supply with this IFB, a list of at least five (5) references where similar hardware/services have been provided by their firm. Include therein name of firm, address, telephone number and name of representative.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this Invitation for Bid shall be considered for award. Bidders taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the resultant contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Comments not under the Exception heading will not be considered other than for information only and are not binding on either party nor as a part of the agreement. The Agency reserves the right to accept any and/or none of the exceptions/substitutions as deemed to be in the best interest of the Agency.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and minimum quality desired. Bids on items of like quality shall be considered. The burden of proof remains with the bidder, for all bids on components other than as specified. This shall be accomplished by providing sufficient documentation and/or sample components with bid submitted. This will permit timely evaluation by the agency on all submittals received. Where shown as “**or an approved equal**”, the final determination (**approval**) remains with the agency.

**DELIVERY:** FOB destination, inside delivery, specified agency location, full freight provided for. Also note bid specifications/special conditions.

**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.

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

**VENUE:** This contract shall be governed and construed according to the laws of the State of Texas. This contract is perform-able, within Dallas County Texas.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder’s responsibility. A prospective bidder must meet the following requirements:

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

The Agency may request representation and other information sufficient to determine bidder's ability to meet these minimum standards.

**CONTRACT:** THIS BID, 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 DIFFERENT OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION AGREED TO BY BOTH PARTIES.

**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 contract shall be made in writing by the Purchasing Agent.

**SUCCESSFUL CONTRACTOR 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 OR FAULT OF THE SUCCESSFUL CONTRACTOR, 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.

**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 practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**NOTICE:** Any notice provided by the bid 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.

**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.

**TESTING:** Testing may be performed at the request of the Agency, by an agent so designated, without expense to the Agency.

**TERMINATION FOR CONVENIENCE:** The Purchasing Agent, by written notice, may terminate this contract in whole or in part, when it is in the Agency's best interest. If this contract is terminated the Agency shall be liable on for payment for performance elements accepted before the effective date of termination.

**TERMINATION FOR DEFAULT:** The Agency reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Agency in the breach or default of this contract. The Agency reserves the right to terminate this contract immediately in the event that the Contractor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Agency to award to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

**PURCHASE ORDER:** A written purchase order(s) shall be issued by the Agency to the Contractor. The purchase order number must appear on all itemized invoices and packing slips. Agency will not be held responsible for any written orders placed/delivered without a valid purchase order number.

**PACKING SLIPS:** (if applicable) or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of the Contractor, (b) name and address of receiving department and/or delivery location, (c) Agency's purchase order number, and (d) descriptive information as to the items delivered, to include serial number quantity, number of containers, etc.

**PRICING:** Prices cannot be altered or amended during the first contract year. After the first contract year, pricing can be altered upon the mutual agreement of both parties. Price change requests need to be submitted to the contract administrator at least 3 months in advance of the pricing is to take effect. When the new pricing is mutually agreed upon by both parties, it cannot be altered for any reason until the next contract year.

**PAYMENT:** Shall be made upon receipt and acceptance by the Agency of all equipment/supplies/ services completed and the receipt of a valid, signed Proof of Delivery (POD) & invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Contractor is required to pay any Subcontractors within ten (10) days.

**WARRANTY:** Contractor shall warrant that the items shall conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and/or the State of Texas statutes (which ever is most restrictive) and be free from all defects in material, workmanship and title.

**IF DURING:** The life of the contract, the Contractor net price(s) to all other customers for the item(s) included herein are reduced below the contract price, it is understood and agreed that the benefits of such reduction shall be extended to the Agency.

**ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Agency's Purchasing Agent.

**ORDERING:**

(A) Any services to be furnished under this contract shall be ordered by the issuance of an individual written order, for a specific activity. Reporting location shall appear on each order. Notification of requirement shall be made by fax or telephone.

(B) Period of performance shall be established with each individual issued written order. Also note the specifications/special conditions.

(c) All issued order shall be subject to the terms and conditions of this contract. In the event conflict between an issued order and this contract, the contract shall prevail

**PATENTS/COPYRIGHTS:** The Contractor agrees to protect the Agency from claims involving infringements of any patents or copy rights.

**FORCE MAJEURE:** Contractor shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as floods, wind, earthquakes, tornadoes or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Agency of the date of inception of the force majeure condition and the extent to which it will affect performance.

**OPTION TO EXTEND THE TERM OF CONTRACT:**

(A) The Agency may extend the term of this Contract by written notice to the Contractor within thirty (30) days of expiration.

(B) If the Agency exercises this option, the extended contract shall be considered to include this option provision.

(C) The total duration of this contract, including the exercise of any options under this provision, shall not exceed 6 months.

**CUSTOMER SERVICE TEST:** The representative will also maintain the same frequency of contact with the Nutrition Resource Associate and the Contract Administrator for the resolution of any problems.

**REQUIRED INSURANCE:** The successful bidder shall be required to demonstrate adequacy (As required by the State of Texas for this type of business) of insurance in umbrella form, inclusive of, as a minimum:

General Liability; General Aggregate	
\$1,000,000.00	
Worker's Compensation or Statutory Limits	
Employers' Liability	
Each accident	\$100,000.00
Disease-Policy Limit	500,000.00
Disease-Each Employee	100,000.00

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

**ORDER OF PRECEDENCE:**

Any inconsistency in this solicitation or contract shall be resolved in giving precedence in the following order.

- A. The Bid Schedule (excluding specifications)
- B. Contract Provisions
- C. Other documents, exhibits and attachments
- D. Specifications.

**SPECIFICATIONS/SPECIAL CONDITIONS FOR Turnkey Fire Alarm System**

The supplier (contractor) shall furnish and install a complete 24 VDC, supervised electrically, analog addressable fire alarm system as specified. The system shall include, but not limited to all control panels, power supplies, initiating devices, audible / visual notification appliances, alarm devices, and

all accessories required to provide a turnkey, complete operating fire alarm system.

Equivalent to the Silent Knight IFP-100 Analog / Addressable Fire Alarm Control Panel and System Sensor detectors with IDP Protocol (see Description section).

All fire alarm system equipment shall be listed for its intended purpose and be compatibility listed to assure complete system integrity.

All equipment / installation shall comply with current provisions of the National Electric Code, Article 760, National Fire Protection Association Standards NFPA 72, and NFPA 101.

All equipment / installation shall meet all Local and State Building Codes.

All equipment / installation shall be approved by Underwriters Laboratories, Inc. for the intended purpose, and listed as power limited.

All visual Notification Appliances and manual pull stations must comply with the Americans with Disabilities Act.

### **SUBMITTALS**

The supplier (contractor) shall submit two (2) complete sets of documentation within thirty (30) calendar days after award of purchase order. The documents will indicate the type, size, rating, style, catalog number, manufacturer's names, photos, and / or catalog data sheets for all items proposed to meet the specifications. The proposed equipment shall be subject to the approval of the Purchasing Agent / Owner.

Supplier (contractor) qualifications shall be submitted indicating years in business, service policies, warranty definitions, NICET certification, completion of factory training program, and a list of similar installations.

The supplier (contractor) shall provide hourly Service Rates for this installed Fire Alarm / Life Safety System with the Submittals. These hourly service rates shall be guaranteed for a 1-year period.

### **CONTRACT CLOSEOUT SUBMITTALS**

Supplier (contractor) shall deliver (2) copies of the following to the Purchasing Agent / Owner within Thirty (30) days of system acceptance. The submittals shall include:

Installation and Programming manuals for the installed Life Safety System

Point to point diagrams of the entire Life Safety System as installed. This shall include all connected Smoke detectors and addressable field modules. All drawings must reflect device address as verified in the presence of the Purchasing Agent /Owner and or end user.

**Supplier (contractor) shall deliver required signed and completed Davis Bacon Wage Act Certified Payroll Reports**

### **CONDITIONS**

Service and deliver all items ordered to designated location in a timely manner.

Provide items as requested/specified. (Also note exceptions/substitutions provision).

Note any alternate / substitution provided items in the exception area of the bid schedule. The Agency places the burden of proof re-guarding equality of substitutions with the supplier.

Damaged, or items not meeting specifications will be replaced promptly.

Changes must be pre-approved and submitted in writing to the issuing Purchasing Agent at the Agency's Central Office.

**HEAD START OF GREATER DALLAS, INC.**

**BID SCHEDULE**

**IFB # 09-RJFAS**

Note: All bidders if you use an Attachment(s) please reference the attachment(s) in the appropriate section below. Any attachments must be submitted with the signed Schedule sheets (6 pages) to be considered for any award of contract. Failure to do so will result in your bid being declared non-responsive.

Use this Schedule of pricing even if you use Attachments:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION (Brand/Model/Features)</u></b>	<b><u>PRICE</u></b>	<b><u>AMOUNT</u></b>
Fire Alarm System			
Options Requested			
Labor			
Other			
Non-Federal			

**TOTAL COST** \_\_\_\_\_

**TOTAL COST w/non-federal** \_\_\_\_\_

See Attachment(s) \_\_\_\_\_ (if applicable)

TERMS FOR PAYMENT AND DELIVERY- net 30 and FOB destination

HSGD qualifies for GSA schedule pricing. If your company is on the GSA schedule, please indicate if the above pricing/discounts meet or exceed the GSA schedule.

HSGD's major funding source is federal dollars, which must be matched with 25% of 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 services or in-kind contributions of products. If the Bidder intends to help meet the Agency's match through in-kind services or product then please indicate the amount and percentage of the

in-kind with the pricing information. If a discount on catalog products is to be offered in lieu "in-kind" product, then indicate in your bid whether or not this discount is unique to the Agency, due to it's being a non-profit organization, or is your standard practice (*which cannot be counted towards matching funds*).

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

**AGENT OF SUCCESSFUL CONTRACTOR**

Bidder will list below the name address and telephone number(s) of the agent for the successful potential Contractor who is to be contacted and served notice for any purpose under this Contract.

- 1) Successful Contractor \_\_\_\_\_
  - 2) Name of Agent \_\_\_\_\_
  - 3) Address of Agent: \_\_\_\_\_  
\_\_\_\_\_
- E-mail \_\_\_\_\_ Contact Telephone Number \_\_\_\_\_

**EXCEPTIONS** if necessary attach as ATTACHMENT \_\_\_\_\_ :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that this is \_\_\_\_\_ 's full and complete bid and if awarded this Contract \_\_\_\_\_ agrees to the terms and conditions in this document as submitted in our bid. I further by my signature certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with all pricing, terms and conditions in this bid, attachments, and submittals.

Signed and executed by \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_ Contact Number \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Representative

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the bidder certifies, and in the event of a joint bid, each party thereto certifies, as to its own organization, that in connection with this procurement;

The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been bid in this solicitation have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor;

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

**EACH PERSON SIGNING THIS BID CERTIFIES THAT:**

They are the person in the bidder's organization who is responsible for the decision as to prices offered herein and that they have not participated in, and will not participate in any action contrary to the statements above; or

They are not the person in the bidders organization who is responsible for the decision as to the prices being bid herein, but that they have been authorized in writing to act as an agent for the persons responsible for any such decisions. In certifying that such persons for whom they act and themselves have not participated and will not participate in any such action contrary to the statements above.

This is to confirm that \_\_\_\_\_ (Company Name) is in compliance with applicable Federal, State, County and City regulations, Equal Employment Opportunity Standards per Title 7 Civil Rights Act, Fair Labor Standards and the Americans with Disabilities Act.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative (Print or Type)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

In accepting this bid, the Agency certifies that the agency's officers, employees or agents have not taken any action which may have jeopardized the independence of this bid.

\_\_\_\_\_  
Head Start of Greater Dallas, Inc. Representative

Acceptance of this bid does not constitute the formation of any contract unless this bid has been duly awarded to the Contractor named here in and the Agency's CEO has signed the attached Agency's Terms and Conditions.

## EVALUATION, BID ANALYSIS CRITERIA & SELECTION

1. All bids received shall be evaluated on "Best Value", which means lowest overall cost to the agency for this service, considering the following factors/order of ranking:

CRITERIA	WEIGHT FACTOR
a. Unit Price	5
b. Quality	4
c. Delivery/Service	3
d. Solicitation meeting Specifications	2
e. Small Business/Minority/Woman Owned	1

Method used in the collection of data

1. Unit price scoring is determined by taking the lowest bid from a **responsive** bidder and dividing all other bids into the low bid and multiplying by 10 to get the raw score. The raw score is used to (in the case of more than 5 bidders) to qualify bidders as finalist. The finalists are then subjected to Review and analysis using the other Criteria.
2. Quality/Service/Delivery scoring is determined by but not inclusive of site visits by the Review Committee, conducting testing and/or trials of the product, reviewing product information, past experience, observation, and/or extensive references checks.
3. The specifications raw score is achieved by the Review Committee and/or Purchasing Agent comparing bids with specifications, comparing bids with each other, and/or comparing the bids with industry standards.
4. The raw score for Small Business/Minority/Woman Owned is derived from actual documentation from a recognized governmental agency as to their status. 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.
5. All raw scores are entered into a factor analysis spreadsheet, which automatically multiplies them by the weight factor and adds the total final score for each bidder.
6. The Review Committee normally (but has the right for good cause not to) recommends the bidder with the highest score to be awarded the contract.

**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 February 28, 2006 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 co-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.

**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 CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.

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

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

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

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

2. The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

**CERTIFICATIONS:** By returning a signed bid the Contractor agrees to and certifies:

1. The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.

2. The FEDERAL GOVERNMENT and AGENCY shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.

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 on going.

4. NOT APPLICABLE

5. The CONTRACTOR shall to the best of its knowledge or belief, not be currently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously within the past three years been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes.

6 (per 31 U.S.C. 1352):

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

a. no Federal funds have been or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.

b. if such funds have been paid or will be paid as outlined in subsection 5.a) the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with it's instructions.

c. that the Contractor shall require the language of this section (5.) be included in the award documents for all sub awards at all tiers, and that all sub recipients shall certify and disclose accordingly.

This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (Byrd Anti-Lobbying Amendment).

In the event of the CONTRACTOR'S noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further Government contracts. No other terms and conditions may take precedence without the written permission of the Agency.

I have read the above and agree to abide by these terms and conditions. I further by my signature certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above with the exception of the following:

Exceptions: (note: reference Attachment \_\_\_\_\_ or Bid Schedule if exceptions already stated)

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_

Company \_\_\_\_\_

Received and Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Head Start of Greater Dallas, Inc.

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

Federal Executive Order 12549 requires the Texas Department of Human Services (DHS) 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:**

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 Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.

The potential contractor shall 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.

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.

The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall 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 Texas Department of Human Services, as applicable.

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

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.

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.

Nothing contained in all the foregoing shall 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.

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 Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.

**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	DHS Contract No. (if applicable)
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Signature of Authorized Representative	Date	Printed/Typed Name and Title of Authorized Representative
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## DEFINITIONS

### **Covered Contract/Subcontract.**

Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrants) and are between DHS or its agents and another entity.

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. 253(g) (currently \$25,000) under a grant or subgrant.

Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:

- a. Principal Investigators.
- b. Providers of audit services required by the Texas Department of Human Services or federal funding source.
- c. Researchers.

**Debarment.** An action taken by a debaring official in accordance with 45 CFR Part 76 (or comparable 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, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Department of Human Services of federal funding source.
- (3) Researchers.

**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 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

With a few exceptions, you have the right to request and be informed about the information that the Department of Human Services (DHS) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask DHS to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request correction, please refer to the contact information in your application, procurement, or renewal package.

