HEAD START OF GREATER DALLAS, INC.

INVITATION FOR BIDS

IFB NO: 26- MK CLOSING DATE June 24, 2026

SUBJECT: Milk Products OPENING TIME: 9:30 a.m.

Head Start of Greater Dallas, Inc. (Agency) is seeking bids for Milk Products to be used within all agency locations in Dallas County.

TO PROVIDE for a requirements contract commencing on the date of award and continuing for one (1) year with four one (1) year option periods which may extend the period of performance for a possible total of five (5) years.

PRE-BID CONFERENCE: A pre-bid conference shall be held on April 16, 2026, at 9:30 a.m. in Training Room 1 & 2 located on the first floor at 3954 Gannon Lane, Dallas, TX 75237-2919.

Sealed bids shall be submitted to:

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

NO LATER than 9:30 a.m., on June 24, 2026

Mark Envelope: IFB NO: **_26-MK_____**

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. FAXED BIDS 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 considered void and unacceptable. The Agency will dispose of the late submission after notifying the respondent. The official time shall be determined by the clock in the Purchasing Office. The Agency is not responsible for lateness of mail, carriers, etc.

Any questions concerning this IFB and specifications shall be directed to Agnes Chiu at (972) 283-6414 via e-mail at achiu@hsgd.org.

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*) or upon written request mailed (or e-mailed) to any prospective bidder. It is the bidder responsibility to acquire all addenda, therefore failure to acquire the invitation for bids addenda shall not be grounds for a protest or invitation for bids review.

ETHICS: Bidder shall not offer or accept any gifts or anything of value nor enter 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 follow 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 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 5 days of receipt of the protest to determine the merit of the protest/appeal.
- Upon deciding, the Purchasing Agent will respond in writing to the Protester as to their findings within 5 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 5 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 5 days. This decision is final and binding upon all parties.
    i. If found in favor of the Protester then the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
    ii. If the Award is upheld, then the Awardee will be notified, and the contract reinstated.

REFERENCES: Head Start requires bidders to supply with this IFB, a list of at least five local (5) references where similar hardware/services have been provided by their firm. Include therein name of firm, address, e-mail 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 for performing 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 or 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/manufacturer 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 Texas Constitution and Statues and 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 Supplier 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 performable 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 DIFFERENTIAL OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION, TITLED "AMENDMENT", AGREED TO BY BOTH PARTIES.**

CHANGE ORDER: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and approval for such a change made in writing by the Purchasing Agent. A request for change is subject to intensive review and a change order granted only if it is determined by the Agency to be caused by an omission or change originating from the Agency's actions or decisions. The Agency reserves the right to reject any or all requests for change if in the best interest of the Agency.

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. CONTRACTORS 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/professional practices" are to prevail. All interpretations of these specifications shall be made based on 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: Warehouse visitation and inspection of the sites may be requested by the Agency, 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 only 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 if 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 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.

STATEMENTS: All billing statements will cover the first day of each month and end on the last day of the same month. Billing statements that begin or terminate in the middle weeks of the month will not be acceptable. It is strongly recommended that Proof of Delivery (POD) be included and made available to resolve any discrepancies.

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, date 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 when altered 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 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 determine proof of service. Head Start of Greater Dallas, Inc.'s authorized representative, will notify the supplier of such challenge and/or rejection giving the reason(s). The right to reject an invoice shall extend throughout the term of this contract and for ninety (90) days after the supplier submits the final invoice for payment.

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, Chapter 9 (whichever 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 e-mail, fax, or telephone.

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

(C) All issued orders shall be subject to the terms and conditions of this contract. In the event of a 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 copyrights.

FORCE MAJEURE: Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including but not limited to, fires, strikes, explosions, acts of war or terrorism, epidemics, pandemics, governmental regulations, order of legal authority, court orders or decrees, or acts of nature such as floods, wind, earthquakes, tornadoes or hurricanes. If either party is unable to perform any of its obligations as a result of force majeure, the affected party shall immediately give written notice to the Agency or Contractor of the date of inception of the force majeure condition and the extent to which it will affect performance.

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 five (5) years.

CUSTOMER SERVICE TEST: The bidder who is awarded the contract must allocate a local representative with action authority to resolve any customer satisfaction issues promptly. In the event of dissatisfaction of products or services, the representative will meet with the Child Nutrition Director and/or Contract Administrator on a quarterly basis until issues are resolved.

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.

HEAD START OF GREATER DALLAS, INC.

SPECIFICATIONS/SPECIAL CONDITIONS FOR

MILK PRODUCTS REQUIREMENT AS BELOW

SPECIFICATIONS/SPECIAL CONDITIONS

The HSGD Nutrition Services Department is seeking a Dairy vendor for service and delivery of dairy products to multiple Head Start sites. Nutrition Services aims to provide nutritionally rich; scratch made; minimally processed meals made with quality products with minimal ingredients, additives, growth hormones, dyes, and artificial flavors. These meals are served to enrolled children, from ages 6 weeks to 5 years, at no cost. Furthermore, HSGD Nutrition Services provides meal accommodations for children with restricted diets based on medical and/or cultural/religious needs, at no additional costs. Meals served must meet the meal pattern requirements outlined by the Texas Department of Agriculture's Child and Adult Care Food Program (CACFP). Meals that do not meet these meals specification are ineligible to be claimed for reimbursement. Fulfillment of orders with quantities requested, time, and manner of delivery are essential factors in proper performance, as this affects the revenue of the Nutrition Services department. Milk served to these children must meet the specified guidelines outlined:

Unflavored, low-fat or skim white milk	Grade A Pasteurized, homogenized Vitamin A & D enriched milk
Unflavored, whole white milk	Grade A Pasteurized, homogenized Vitamin A & D enriched milk

Ordering

1) ***Ordering*** –The awarded vendor shall discuss ordering guidelines with the Child Nutrition Director at the onset of each contract period. An internet-based or electronic ordering system is preferred.

2) ***Minimum Order Requirement*** – Minimum quantity orders must be stated in the proposal. Such restrictions will be considered when awarding the proposal.

Delivery

3) ***Delivery Schedule*** – At a minimum, weekly deliveries are to be made to all HSGD sites, as identified by the Child Nutrition Director, depending on the needs of the site. More than once per week deliveries may be necessary to meet the needs of each individual site. Prior to the start of the contact, the Child Nutrition Director and awarded vendor must mutually determine delivery days and times for each delivery site. Changes to the schedule must be discussed and mutually agreed upon before changes occur.

4) ***Closures*** – The Child Nutrition Director shall provide the awarded vendor with a school calendar, at the start of each school year, that will include anticipated closures. Delivery schedules may be altered to meet holiday, inclement weather, and other closure needs. The Child Nutrition Director will contact the awarded vendor for all unexpected/unplanned closures.

5) ***Emergency Deliveries*** – The awarded vendor shall provide a plan to service HSGD sites in an emergency, including ordering and delivery requirements. Excessive requests for emergency deliveries, as determined by the awarded vendor, must be addressed with the Child Nutrition Director.

6) ***Deliveries*** - Deliveries must be delivered to and accepted by HSGD staff and inside a storage location. Deliveries are not permitted to be left outside. Deliveries shall be unloaded and placed in a location assigned by the site's Cook, Cook Assistant or Site Manager. Deliveries will not be accepted at the entrance of the facility. Refrigerated items must be placed in the refrigerator or freezer, and not left on the floor of the kitchen area. Changes to the agreed upon delivery schedule, during the contract period, must be discussed with and approved by the Child Nutrition Director.

7) ***Delivery Time*** – Generally, deliveries shall be made between center's hours of operations. Deliveries made after 3:00 pm are considered a "late delivery". Late/delayed deliveries, regardless of cause, must be reshipped by 10:00 am the next morning unless unusual circumstances occur. The Child Nutrition Director must be contacted if the timeframe will not be met.

8) ***Notification of Late Deliveries/No Deliveries*** – The awarded vendor shall promptly notify the site's Cook, Cook Assistant or Nutrition Specialist, at least two (2) hours prior to scheduled delivery, when an item or delivery cannot be delivered within the specified delivery time. If the vendor is unable to deliver the requested item within a mutually acceptable timeframe, the agency, in the agency's sole discretion, may elect to purchase the outstanding item from alternate sources or suppliers. The awarded vendor shall provide a contingency plan that will include how to communicate delays or cancellations in delivery. If the awarded vendor fails to deliver an order, the Child Nutrition Director must be notified immediately in order to make corrective actions, such as making a special delivery, arranging for delivery by an alternate supplier, or making other satisfactory arrangements. The awarded vendor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the awarded vendor be unable to resolve any delivery issues internally.

9) ***Incorrect Deliveries –*** The awarded vendor shall provide full credit on and pickup food incorrectly ordered, delivered, or labelled, by the next regular delivery. Full credit must be given, in a timely manner, for foods that are discovered missing from the order, damaged, spoiled, adulterated, or expired.

10) ***Delivery Vehicles*** – The awarded vendor shall ensure all delivery vehicles are clean and sanitary; deliveries are made in properly refrigerated and enclosed trucks; in good repair; and appropriate for the type of product being delivered according to HAACP guidelines; and meet all health and sanitation requirements of the State of Texas, local and federal government.

11) ***Drivers*** – Drivers shall present a neat and clean appearance, be in uniform, able to show proper identification, if requested, and make their deliveries in an efficient, courteous, and professional manner. The awarded vendor shall not knowingly employ unauthorized workers to deliver to HSGD sites. The Child Nutrition Director shall notify the awarded vendor of any continual problems or concerns with delivery personnel. HSGD reserves the right to require a change in drivers, if the conduct by the awarded vendor's personnel, in the discretion of HSGD, is unprofessional. Violation shall be cause of termination of the contract. Smoking, prolonged lingering, or employee breaks are not permitted at any HSGD site.

12) ***Delivery Receipt/Invoice*** – An itemized delivery receipt/invoice shall be left at each site location at the time of delivery. The awarded vendor is encouraged to have an online system for viewing and/or retrieval of delivery receipts, invoices, and/or monthly statements or to send copies of such information via email. Each receipt shall include:
    a. Date of service
    b. Name of HSGD site receiving the delivery
    c. Price per item and extended price with total
    d. Signatures of authorized HSGD employees

13) ***Credits*** – Credits for damaged, shorted, or incorrect products shall be adjusted on the invoice at the time of delivery. Credits for returned merchandise or hidden or concealed damage shall be provided at the time the product is returned.

14) ***Price Increase Requests –*** Price increases for bided items shall be considered and negotiated at the time of yearly renewal only. The awarded vendor shall submit all required documentation to the Child Nutrition Director for approval of price increases. Approved price increases shall be effective ten (10) business days after approval of price increase. HSGD has sole discretion to determine whether to approve a price increase request. Approved price increases would be effective for the full term of the annual renewal period.

15) ***Pricing Guides*** – Price guides shall be submitted for all line items and include prices (1) without equipment, and (2) with equipment, if applicable. Price guides shall be emailed to the Child Nutrition Director, at the beginning of each contract period.

Product Availability

16) ***Product Availability*** – The awarded vendor must be able to provide all the requested items outlined in this bid and of the quality specified. If no quality is specified, the product shall be at least equal to industry standards. HSGD shall have the right, during the contact period, to conduct tests and inspections as deemed necessary to ensure compliance with the contract. Preferred items are not required but encouraged. Exceptions and substitutions shall be noted.

17) ***Fill Rate*** – Acceptable performance for the term of the contract shall be a 95% monthly fill rate.

18) ***Product Quality*** – Products delivered shall conform to the specification and description identified in the bid. If the integrity of these items is compromised, HSGD reserves the right to discontinue the agreement and seek appropriate items from a qualifying vendor.

19) ***Order Shortages*** – The awarded vendor shall notify the site's Nutrition Specialist or Cook/ Cook Assistant, either through the online order system confirmation, email, or by phone at least one (1) day before delivery, of any back order or shortage items.

20) ***Product Changes*** – If manufacturer's product formulations change and/or pack sizes change prior to or during the contract period, the awarded vendor shall notify the Child Nutrition Director of such change(s), in writing, immediately.

21) ***Product Recall*** – If a product recall is instituted on an item that has been furnished and/or delivered to any HSGD site, the awarded vendor shall immediately notify the Child Nutrition Director, in writing, with all pertinent information of recall. The awarded vendor shall be responsible for all costs associated with replacement product(s), shipping charges, and /or product credit(s). HSGD will make the final decision whether a product needs to be credited or replaced by the awarded vendor.

22) ***Product Substitutes*** - Unless otherwise specified, the awarded vendor shall not deliver substitutes without prior authorization from the Child Nutrition Director. Unauthorized substitutions shall not be accepted. Repeated requests for substituted items by the awarded vendor may be grounds to cancel the agreement. The following criteria shall apply to all substitutions:
    a. The price offered for substituted items shall not exceed the price for the original item.
    b. The quality of the substituted items shall meet or exceed those of the item being substituted.
    c. The nutritional quality of the substituted items shall meet those of the item being substituted.

23) ***Alternate Brands*** – Alternate brands shall be approved by the Child Nutrition Director and shall be considered, if submitted with one of the following information attached:
    a. Product Sheet
    b. Nutrition Facts
    c. CN label and/or manufacturer certification of meal equivalents
    d. Ingredients List

24) ***New Products –*** New products that meet the specifications detailed in the solicitation may be added to this agreement, with prior written approval from the Child Nutrition Director. The awarded vendor may replace or add products to an existing contract, if: (1) the replacing products are equal to or superior to the original products offered; (2) are discounted in a similar or to a greater degree; (3) and the products meet the requirements of the original solicitation. HSGD may reject any proposed additions, without cause, in its sole discretion. The awarded vendor shall keep the Child Nutrition Director informed of new products, new brands or labels, or promotions that would be advantageous to the operations of Nutrition Services.

25) ***Equipment*** – The awarded vendor is encouraged, but not required, to have milk cooling equipment available to the agency for rental or purchase, as requested. The vendor shall install and maintain such milk cooling equipment, if available. The equipment must be made available for the duration of the contract period. Equipment should be new and/or in good repair. Maintenance of equipment shall be the responsibility of the awarded vendor and/or contracted refrigeration/maintenance company. Pricing guides for rental or purchase shall be provided to the Child Nutrition Director at the beginning of each contact period.

26) ***Exchange/Return of Products –*** If a site has defective or inferior products (full or partial cases), the awarded vendor shall replace or credit the product, at no additional costs to HSGD.

Product Quality

27) ***Shipping Container Condition*** – The awarded vendor shall ensure that cases, cartons, and containers, etc. are clean and unblemished, and packed in commercial packages. Products that are torn, dirty, opened, mashed, and/or damaged in any way will not be accepted.

28) ***Sanitation/Safety*** – The awarded vendor shall warrant that all products are fresh, clean, wholesome upon delivery, and shall be packaged, handled, and transported in an acceptable manner. Temperature and sanitation procedures shall always meet HAACP guidelines during the delivery process. If the delivered product is determined to be unacceptable at a site, the site, in its sole discretion, has the right to refuse the truckload. This includes dented cans. If the product has already been delivered, the awarded vendor shall pick up the unacceptable product, and (at the sole discretion of the requesting site), issue credit or a replacement, in a timely manner.

29) ***Pest Management*** - The awarded vendor shall maintain a pest management program that establishes pest management practices for food items.

30) ***Manufacture's Date Code*** – Products shall have a manufacture's date code in one of the following formats: Sell-by or pull-by date; use-by-date; expiration date; best-by date; or pack date (state how long product is good from pack date).

31) ***Sanitation Standards –*** Copies of all cities, state, county, and/or health federal health inspection reports shall be furnished to the Child Nutrition Director, at the onset of each contract period, and as they are updated.

32) ***Temperature*** – When applicable, frozen products shall be delivered at a temperature of 0^0F or below, with determination by the designated site to accept or reject the product if the temperature is questionable. Frozen products shall not show evidence of thawing or re-freezing, freezer burn, or any off color or odors. Frozen products shall have a minimum remaining shelf life or best if used for a life of forty-five (45) days. Chilled/refrigerated products shall be delivered at a temperature between 34^0F – 40^0F.

33) ***Hazardous Chemicals*** – When applicable, the awarded vendor shall provide a copy of a Material Safety Data Sheet (MSDS) for each chemical item bided. Additionally, MSDS sheets shall be easily accessible online or electronically available upon request.

34) ***Customer Service*** – The awarded vendor shall provide a company customer care representative and include the name, email address, and contact number of the employee that shall service the HSGD account. The representative shall ensure compliance with scheduled deliveries and shall address any issues related to the products delivered and the terms of the contract.

Reports

35) ***Order History Reports*** – Reports shall be made available to the Child Nutrition Director, upon request, and include, but not limited to, monthly and year-to-date receipts of purchases by product and site location.

36) ***Usage or Velocity Report*** – The awarded vendor shall provide the Child Nutrition Director electronic usage reports on a quarterly basis, which itemize all activities and sales generated by each HSGD site. These reports, which are due within five (5) working days upon receipt of a request from HSGD, shall be used to determine the buying trends/usage of the individual items purchased by each site.

Additional Nutrition Specifications

37) HSGD Nutrition Services requires that all food items have the minimum amount of sodium, fat, sugar, and/or additives that are necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. Yogurt shall not contain no more than 12 grams of sugar per 6 ounces.

38) ***Diary-free Options*** - The awarded vendor shall make dairy-free products available for children requiring medical, cultural/religious, or other special dietary modifications. These items shall be designated on a case-by case basis upon request by the Child Nutrition Director, or designee, giving the awarded vendor a reasonable amount of time to accommodate the requests. Dairy-free options must meet the following nutritional requirements:

Per Cup					
Nutrient	**Weight**	**Percentage**	**Nutrient**	**Weight**	**Percentage**
Calcium	276 mg.*	30	Magnesium	24 mg.*	6
Protein	8 g.*	----	Phosphorus	222 mg.*	20
Vitamin A	500 IU.*	10	Potassium	349 mg.*	10
Vitamin D	100 IU.*	25	Riboflavin	0.44 mg.*	25
Vitamin B-12	1.1 mcg.*	20			

*mg = milligrams; g = grams; IU = international units; mcg = micrograms

39) ***Labeling*** – The awarded vendor shall submit complete product information for all items included in the proposal, indicating pack size, weight per unit, nutritional analysis, and ingredients. Acceptable documentation includes:
    a. Nutrition information/labels
    b. Product Sheets
    c. Product Formulation Statements (including product name, code number, serving size, printed name, title, and signature of company representative
    d. Child Nutrition (CN) Labels, and/or Manufacturer Certification Meal Equivalents

Additionally, the awarded vendor shall also provide the Child Nutrition Director with electronic nutritional information to include, but not limited to:
    a. Portion sizes
    b. Calories, total fat, trans fat, saturated fat, carbohydrates, sugar, sodium, and fiber per portion
    c. Meal component equivalents (for child nutrition items)
    d. Protein and carbohydrate content in grams per portion
    e. Manufacturer's contact telephone number and email address for additional information needed. The expanded product information shall be available via the order-entry system for ease of access.

40) ***Ingredients*** – All ingredients shall be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration.

41) ***Expiration -*** Dairy items shall be delivered with ample usage dates. HSGD may refuse fluid milk products that have expired or compromised Best if Used by Date. Other dairy items shall follow the same qualifications.

HEAD START OF GREATER DALLAS, INC.
BID SCHEDULE
IFB # 26-MK

Use this schedule to submit your bid price with your bid to be considered for any award contract. Failure to do so will result in bid being declared non-responsive.

Required Products for Bid

Fluid Milk – Pasteurized, Homogenized, Vitamin D & A Fortified, White, Unflavored

Item Type	Unit	Description	Unit Pricing	Extended Costs
Milk	½ pt in carton	Milk, whole, white/unflavored		
Milk	½ pt in carton	Milk, 1%, white/unflavored		
Milk	½ pt in carton	Milk Fat-free, white/unflavored		
Milk	½ pt in carton	Lactose-free milk, plain/unflavored		
Milk	1 gal	Milk, whole, white/unflavored		
Milk	1 gal	Milk, 1%, white/unflavored		
Milk	1 gal	Milk Fat-free, white/unflavored		
Milk	½ gal or 1 gal	Lactose-free milk, plain/unflavored		

Preferred Products for Bid

Dairy Products

Yogurt	5 lb. or 32 oz container/pouch	Plain or flavored; unsweetened or sweetened; cannot contain more than 12g of total sugar per 6 ounces		
Yogurt	5 lb. or 32 oz container/pouch	Greek, plain or flavored; cannot contain more than 12g of total sugar per 6 ounces		
Yogurt	4 oz container	Flavored; unsweetened or sweetened; cannot contain more than 12g of total sugar per 6 ounces		
Yogurt	4 oz container	Greek; flavored; unsweetened or sweetened; cannot contain more than 12g of total sugar per 6 ounces		

*** Bidder may attach additional relevant product and pricing information to the packet in addition to products listed, particularly products that meet the federal "Smart Snacks for Schools" standards. Pricing and nutritional information must accompany packet for additional products.*

HEAD START OF GREATER DALLAS
Velocity Report
August 2024 – July 2025

Preferred Description/Pack/Size			**Yr. Velocity**
Description	**Pack**	**Size**	**Cases/ Gal**
Whole Milk	6 Gal/ cs	Gal	481cases or 1926 Gal
Skim	4 Gal/cs	Gal	4044 cs or 16177 Gal
Lactose Free Whole	6/cs	Half Gal	36cs or 218 Half Gal
Lactaid 1% Lowfat	6/cs	Half Gal	13 cs or 82 Half Gal
Soy Original	6/cs	Half Gal	2 cs or 12 Half Gal
1%	4/cs	Gal	46 cs or 184 Gal
Lactose Fat Free	6/cs	Half Gal	7 cs or 42 Half Gal

Head Start of Greater Dallas, Inc., can add or delete items to accommodate needs of the agency.

_____
PAYMENT TERMS (normal payment schedule is net 30 days)

_____
ACKNOWLEDGMENT OF, AND THE NUMBER OF AMENDMENTS RECEIVED.

See attachment(s) _____ (if applicable)

_____
TERMS FOR PAYMENT AND DELIVERY- net 30 and FOB destination

Milk Product items listed on bid package must reflect the sample used at the agency for product analysis purposes.

Pricing is the major factor in this award but will not be the sole determining factor in the selection of a Contractor for this bid. The requested documentation and responses to our requests for information will determine whether your Bid is complete, responsive, and accepted for review. Only complete bids submitted with all requested information and documentation shall be considered.

HSGD qualifies for Texas Cooperative Purchasing Contracts 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.

HSGD's major funding source is federal dollars, which must be matched with 25% of non-federal matching funds. We encourage (not require) all contractors to help the Agency, as a non-profit community service organization, to meet its obligation through donations of services or in-kind contributions of products. If the Bidder intends to help meet the Agency's match through in-kind services or products, 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 of "in-kind" product, then indicate in your bid whether or not this discount is unique to the Agency, due to it's being a non-profit organization, or is your standard practice *(which cannot be counted towards matching funds)*. This is not a determining factor in the selection of a Contractor.

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

If catalogs are used, please give Name and current year of the Catalogs

1. _____
2. _____
3. _____
4. _____

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 No: _____

By:
Agency _____ Date: _____
Head Start of Greater Dallas, Inc.
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 on 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 are 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 are 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 seven 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.

Texas Department of
Agriculture H2048

CERTIFICATION

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

DEFINITIONS

Covered Contracts/Subcontract

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

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

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

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

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

Grant - An award for financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee, or sub-recipient.

Ineligible - a person that is prohibited from entering a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (I) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately exclude a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have a wide government effect.

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

Texas Department of
Agriculture

H2048

CERTIFICATION

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

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

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

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

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

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

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

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

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

Texas Department of Agriculture

Form H2049

CERTIFICATION REGARDING FEDERAL LOBBYING

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, "New Restrictions on Lobbying" published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding $100,000 and if necessary, must obtain the *Standard Form-LLL, "Disclosure Form to Report Lobbying."*

CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure Form to Report Lobbying"*, in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Organization submitting certification

Name of Organization Representative

Title

Signature of Organization Representative

Date

Standard Terms & Conditions Attachment
(PLEASE SIGN AND RETURN)

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

Relationship of Parties: It is understood by the parties that the Contractor, is an independent entity with respect to Head Start of Greater Dallas (HSGD), and not an employee of Head Start. HSGD will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor's employees.

The Contractor shall provide proof of liability insurance, workers compensation (if applicable), and other required proof of insurance within ten (10) days upon acceptance of the P.O. and/or agreement. The proof of Insurance should be a Current Certificate of Commercial General Liability (min. $1 million aggregate coverage limit) citing Head Start of Greater Dallas, Inc. as "additional insured's" and either Workman's Comprehensive or Employee Accident Policy (min. $500,000 per occurrence coverage) if you have any employees that will be performing work on our sites.

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.

Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

Entire Agreement: The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Nonfederal Match: The Contractor for services rendered may contribute as an in-kind donation to the difference between the Contractor's normal and customary fees/services and the fees and/or services charged HSGD by virtue of the HSGD being a non-profit organization.

Indemnity: THE CONTRACTOR IS ACKNOWLEDGED AS A INDEPENDENT CONTRACTOR OF THE AGENCY AND AS SUCH WILL INDEMNIFY AND HOLD HARMLESS THE AGENCY FOR ANY AND ALL LOSS, EXPENSE, AND/OR CLAIMS ASSOCIATED WITH OR ARISING OUT OF SUCH INJURY OR DAMAGE DUE TO THE ACTIVITIES OR FROM ANY ACT OR OMISSION OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.

Right of Access to Contractor Records: The Agency, the awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program (Head Start) for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the agreement.

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

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

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 (Department of Health and Human Services).*

3. The CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines. OSHA required record keeping and training must be current and on-going.
4. The CONTRACTOR shall, in case actual on-site labor costs exceed $2,000.00, comply with the Davis-Bacon Act and pay employees the rate of pay in accordance with Department of Labor "prevailing wages" schedule (if applicable) and supply the Agency with the DOL (Department of Labor) required certification forms and payroll records.
5. The CONTRACTOR shall to the best of its knowledge or belief, not be currently 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 <u>(per 31 U.S.C. 1352):</u>
The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

Exceptions:

Executed this ____ day of _____, 20____

By:
Contractor _____ Date _____

Title _____

Company _____

By:
Agency _____ Date _____
Head Start of Greater Dallas, Inc.

HEAD START OF GREATER DALLAS, INC.
AGENCY LOCATIONS

Brookhaven
3939 Valley View Lane, Bldg. E
Farmers Branch, TX 75244-4997
(972) 331-9565
(972) 241-8507
*Abner Nieto-Luna

Buckeye Trail Commons
6717 Bexar Street
Dallas, TX 75215
(469) 917-9100
(972) 807-2094-Fax
*Wylaia Asberry-Mondy

David's' Place
1000 South Carroll Avenue
Dallas, TX 75223
(214) 823-3309
(214) 823-0701-Fax
*Tasandra Govan

EHS Garland & Garland
4580 West Buckingham Road,
Garland, TX 75042-4514
(469) 250-4300
(214) 272-8968 Fax
*Dawn Warren

Ferguson Oates
2345 Oates Drive
Dallas, TX 75228
(214) 324-2831
(469) 906-6531-Fax
*Rolaunda Scott-Garner

Wanda Meshack Smith
3950 Gannon Lane,
Dallas, TX 75237-2919
(972) 283-7700
(972) 296-8949 –Fax
*Rhonda Daniels

John H. Harris, Jr.
550 S. Carrier Pkwy.
Suite 500
Grand Prairie TX 75051-1555
(972) 237-4434
(972) 237-4438-Fax
*Shee Yang

Lake June
9030 Lake June Road
Dallas, TX 75217-2634
(214) 398-9696
(214) 398-8510-Fax
*Lynette Wilson

Lake West & Lake west
Early Head Start
3737 Goldman, Suite 100, Bldg. B
Dallas, TX 75212
(214) 267-0524
(214) 637-9034-Fax
*Taquana Kinsey

Jerry Junkins (Mesquite)
650 Lee Street
Mesquite, TX 75149
(214) 643-6345
(214) 643-6492-Fax
*Summer Grigsby

Jeanie's Place Early Head Start
938 South Carroll Avenue
Dallas, TX 75223
(972) 598-0360
(214) 377-8730 -Fax
*Nakisha McNeal

Margaret H. Cone &
EHS Margaret H Cone
2919 Troy Street
Dallas, TX 75210-1364
(214) 217-3170
(214) 421-7521- Fax
*Dawn Thomas

Roseland Homes
2011 North Washington Avenue,
Dallas, TX 75204-4244
(972) 284-0040
(972) 284-0045-Fax
*Karen Jackson

Robbie Jones Head Start
1920 Walnut Plaza
Carrollton, TX 75006-5810
(972) 416-1595
(972) 416-6876-Fax
*Dmitri Hobbs

West Garland
3709 W. Walnut St.
Garland, TX 75042-6239
(469) 250-4360
(972) 276-9876-Fax
*Wikita Allen

*Site Manager
Note: Centers can be added or deleted throughout year.