HEAD START OF GREATER DALLAS, INC.

INVITATION FOR BIDS

IFB NO: **27- SGS** CLOSING DATE: **March 2, 2027**

SUBJECT: **Security Guard Services** OPENING TIME: **10:30 A.M.**

Head Start of Greater Dallas, Inc. (Agency) is seeking bids for a firm to provide security and "patrol" services, for Agency locations within Dallas County, Texas. The firm shall provide at minimum three random patrols per night between the hours of 6:00 PM and 6:00 AM at each facility (see attached list).

TO PROVIDE for a requirements contract commencing on the date of award and continuing for one (1) year with two one (1) year option period which may be extend the period of performance for a possible total of three (3) years.

PRE-BID CONFERENCE: A pre-bid conference will be held on **Friday, December 11, 2026, at 10:30 a.m.** in **Training Room 1**, located on the first floor of the Administrative Building. Please note that **no questions will be accepted or answered after the pre-bid conference on December 11, 2026**.

.

Sealed bids shall be submitted to:

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

Mark Envelope: IFB NO: **27- SGS**

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 & EMAIL 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. The 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, carrier, etc.

Any questions concerning this IFB and specifications shall be directed to Agnes at (972) 283-6414 or 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 addenda shall be vested in the Agency's Purchasing Agent. Addenda will be available on the Agency web site (*www.hsgd.org*) or upon written request mailed (or e-mailed) to any prospective bidder. It is the bidder's responsibility to acquire all addenda, therefore failure to acquire 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 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 to 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 3-5 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 3-5 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 3-5 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 3-5 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 (5) local references where similar services have been provided by their firm. Include therein name of firm, address, telephone number, e-mail address 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.

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 performable within Dallas County, Texas.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate the 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 the 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 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 specification stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and approved 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 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. 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/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: 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 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 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 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 services completed and receipt of a valid and signed invoice with the proof of Delivery of services, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Contractor is required to pay any 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 email or telephone.

(B) Period of performance shall be established with each individual issued a 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 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: 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 three (3) years.

CUSTOMER SERVICE TEST: The representative will also maintain the same frequency of contact with 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 for	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 and "additional insured" 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 by 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

SECURITY GUARD SERVICES

The selected Bidder shall provide security "Patrol" services to Agency locations from 6 p.m. to 6 a.m. as deemed necessary by the Purchasing Agent. A current list of locations where services are required will be given out during the pre-bid conference. Locations may be added or deleted at any time. Included therein will be the written orders to be performed by the officer on duty. **At a minimum**, all accessible doors and windows shall be checked at least three (3) times per shift. Provide with your bid a proposed schedule for your patrol indicating travel time and the number of officers needed to meet this schedule.

The contractor will need to provide a Point of Contact for after-hours service. Occasionally, a location may need an overnight patrol due to an emergency condition. Examples: Power Outage and locks for doors do not work, a school has an attempted break-in & needs patrolling until a Head Start representative can arrive on-site. When an Emergency happens, a Head Start Purchasing Agent or Purchasing Director will verbally request service by phone or email to the Contractor's Point of Contact. The Contractor will make note of the Agency Purchasing Agent or Purchasing Director, the Emergency Site and the dates of service requested.

To optimize customer service, during the duration of this contract, the Contractor shall be required to maintain and operate an office in the Dallas metropolitan area. Head Start of Greater Dallas, Inc. encourages Bidders who have established services in the DFW area and have local representation with permanent staff adequate to manage and service the Head Start account. Bidders should provide a physical address for its operating office and information on how the office is staffed, hours of operation, and length of time at that location. Preference shall be given to bidders having at least (3) years' experience in providing patrol services for locations such as schools, theaters, exhibit halls, and public buildings. Bidders shall provide documentation to support such claim of experience with their bid.

Locations where alarm monitoring services are provided by a third party, the Purchasing Agent shall have the Contractor shown as the primary notification between the hours of 6:00 PM and 6:00 AM in the event of an alarm being activated. The Contractor must have the necessary patrol capability to be first responder to all alarm notifications during those hours and to meet the minimum amount of location checks per shift. Daily shift reports, log, must be provided to the Purchasing Agent by e-mail, fax, or hand delivered. Bidders shall provide information by which the Review Committee can determine response and patrol capability, including number of commissioned officers, vehicles, and response statistics for current clients.

The Bidder shall provide the Purchasing Agent with a list of all current officers, along with a copy of their license that will be providing services under this contract. Additionally, after the award, the Contractor shall notify the Agency of any terminated officers, new personnel, new license, etc. immediately. All officers patrolling under this contract shall be ***commissioned*** (as defined by the State of Texas). The Agency may require the replacement of any officer, with cause.

The Contractor in the performance of this contract shall provide officers with patrol vehicles, uniforms, badges, and all necessary equipment acceptable to the Agency and Texas Department of Public Safety Certificate of License. Officers should have and maintain current licensure

evidence with a commission card issued by the **State of Texas**. Security license/commission cards must be carried and available for inspection at all times while on duty. Bidders shall be required to provide information and policies supporting and to show compliance with this contractual requirement.

The successful contractor must be licensed by the State of Texas as a Security Contractor and must adhere to all Federal, State and local statues, ordinances and regulations pertaining to the operating of a security guard business; and the Bidder must provide a copy of all relevant licenses attached to the submitted bid. Bidder shall provide documentation they have the ability to begin its operation upon the award of the contract, unless a different date is mutually agreed upon. The Bidder should be able to show that they have trained personnel to staff at each location being bid and the required resources, uniforms, weapons equipment etc.

When an officer responds to an alarm notification, and everything is found to be secure, the monitoring company shall be immediately notified. However, should the location be found to be insecure and open, when responding to an alarm notification, the local PD should be immediately notified. These actions shall be reflected in the officer's daily shift report.

An automated tracking and reporting system should be employed for all patrolled locations. This system shall allow the Purchasing Agent and security company supervisors to track nightly patrols and have permanent and easily accessible computerized documentation and data reports of every responsible call and incident. Reports of monthly activities shall be produced and submitted to the Purchasing Agent with monthly invoices. The bidder shall provide documentation on such a system and a description and sample of how it works and the kinds of reports that it produces.

HEAD START OF GREATER DALLAS, INC.

BID SCHEDULE

IFB # 27-SGS

The mission of Head Start of Greater Dallas, Inc. is to provide young children with the foundation of skills and knowledge they need to be successful in school and life and foster self-reliant families and communities.

Item	Description	Unit of Issue	Amount
1.	Security “Patrol” Services (armed)	Monthly	_____
2.	Temporary Site Security (unarmed)	Per Hour	_____
3.	Temporary Site Security (armed)	Per Hour	_____

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

ACKNOWLEDGEMENT OF, AND THE NUMBER OF AMENDMENTS RECEIVED.

Bid items listed on previous pages reflect a representative sample, estimated in use at the agency, for 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 Cooperation 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 not a determining factor in the selection of a Contractor.

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. Further by my signature I 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_____

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 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 and accepted** 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. An Offeror qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.3-8) by qualifying as such using the Size Standards Tool at http://www.sba.gov. Please provide a copy of the results to get credit for being a "small business.

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

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

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

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

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

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

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

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have a government wide 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 to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

_____ _____
Signature of Contractor Representative Date

_____ _____
Printed/Typed Name of Contractor Representative

Printed/Typed Title of Contractor Representative

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 into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name of Organization submitting certification

_____ _____

Name of Organization Representative | Title

_____ _____

Signature of Organization Representative | Date

Standard Terms & Conditions Attachment
(PLEASE SIGN AND RETURN)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Intellectual Property Indemnity: Contractor shall indemnify, defend and hold HSGD harmless against all claims, liabilities, losses, damages, costs and expenses (including legal fees) resulting from or arising in connection with any actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the goods or services provided under the purchase order and/or contract.

Invoice Payment: Unless otherwise specified in the purchase order and/or contract, Payment terms will be Net 30. HSGD shall have no obligation to pay any amount prior to HSGD's receipt of a correct and proper invoice for such amount prepared in accordance with the purchase order and/or contract. Except as expressly provided in the purchase order and/or contract, Payment shall not be due until final acceptance by HSGD.

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

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

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

1. The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR Part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which that person is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.
2. *The FEDERAL GOVERNMENT and AGENCY shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS (Department of Health and Human Services).*
3. The CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines. OSHA requires 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) requires certification forms and payroll records.

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

6. (per 31 U.S.C. 1352):
   The Contractor certifies, to the best of his or her knowledge and belief, that: a.

   no Federal funds have been or shall be paid, by or on behalf of the

   Contractor, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as 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 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. Further by my signature I certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above with the exception of the following:

Exceptions:

Executed this ____ day of _____, 20__

By:
Contractor _____ Date _____

Title _____

Company _____

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

HEAD START OF GREATER DALLAS, INC.

AGENCY LOCATIONS

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

Central Office - Gannon
3954 Gannon Lane,
Dallas, TX 75237
(972) 283-6400
(972) 296-9475 – Fax
Terry, Nicholas

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

EHS @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

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

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

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

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

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

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

Roseland Homes
2011 North Washington Avenue,
Dallas, TX 75204
(972) 283-0040
(972) 284-0045-Fax
*Kare Jackson

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

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

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