

**Preschool and Childcare Center 3220 W Illinois**

**Midland, TX 79701**

**Phone 432-413-7589**

**Fax 866-893-1277**

### SOLICITATION

Envirokids Preschool and Childcare Center is hereby soliciting bid proposals from qualified firms (“Bidder”) for Dry, Refrigerated, & Frozen Food Items to be used in production and delivery of nutrition services provided at Envirokids Preschool and Childcare Center. Administrative offices for Envirokids Preschool and Childcare Center, are located at 3220 W. Illinois, Midland, Texas 79701.

### BID INSTRUCTIONS

* 1. This procurement shall be conducted in accordance with the procurement standards of The Texas Department of Agriculture - March 2020 Child and Adult Food Care Program- Childcare Centers Handbook, Section 7300, Procurement.
	2. A copy of your proposal shall be submitted to:

Envirokids Preschool and Childcare Center 3220 W. Illinois

Midland, TX 79701

Attn: Gary and Glenda Lane, Owners

For questions regarding delivery of IFB packet or completed bid contact:

Glenda Lane, Owner laneandassociates@yahoo.com, 432-413-7589.

* 1. It is intended that this solicitation be adequate for an offeror to respond to requirements. Questions related to the terms of this IFB and the selection process should be directed in writing to: Glenda Lane at laneandassociates@yahoo.com. Questions submitted to any other mailbox, voicemail or email address will not be considered for response. The deadline to submit questions is Friday, December 1st, 2023 at 2 pm. Questions received after the deadline will not be considered. All responses to inquiries will be in writing and will be provided via e-mail to all prospective Bidders who have received the IFB from Envirokids Preschool and Childcare Center.
	2. Bids must be submitted on the Bid Forms supplied in this IFB. All proposals must be in a sealed envelope and clearly marked in the lower left corner: “Dry, Refrigerated, & Frozen Food Items Bid, 2023-2024; Tuesday, December **19th**,2023 2:00 pm.” Proposals not so marked or sealed shall be returned to the Bidder and will not be considered. Proposals shall clearly indicate the legal name, address, telephone number, and e-mail address of the Bidder (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Bidder. All expenses for making these proposals shall be borne by the Bidder.
	3. **All proposals shall be received by 2:00 p.m. on December 19th, 2023.** Any proposal received after this time and date will not be considered and will be sent back to the bidder. The Bidder has the sole responsibility to ensure its proposal is received by Envirokids Preschool and Childcare Center at the above address and by the above stated time and

 date.

* 1. Please clearly identify any proprietary information that you do not want disclosed during the selection process.
	2. The Bidder must submit a proposal that demonstrates and provides evidence that the Bidder has the capabilities, professional expertise, and experience to perform services described in the IFB. Envirokids Preschool and Childcare Center will not be liable for any errors in the bid.
	3. The Owners of Envirokids Preschool and Childcare Center reserve the right to accept or reject any or all bids, to waive irregularities or informalities in the bids received where such acceptance, rejection, or waive is considered to be in the best interest of the agency.

The Owners also reserve the right to reject any bid where evidence or information does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

* 1. The IFB requirements are intended to obtain full and accurate representation of a Bidder’s responsiveness and responsibility that will enable Envirokids Preschool and Childcare Center to evaluate bids and award a contract. Envirokids Preschool and Childcare Center in its sole discretion, will determine all matters of responsiveness and responsibility. All responses to this IFB shall be subject to verification by Envirokids Preschool and Childcare Center. Any proposal that contains material or information that cannot be verified or otherwise confirmed for purposes of determining responsiveness to the IFB, may result in rejection of the proposal.
	2. Envirokids Preschool and Childcare Center reserves the right to request clarification or additional information from any Bidder.
	3. Envirokids Preschool and Childcare Center reserves the right to negotiate with any and all Bidders at its sole discretion.
	4. Envirokids Preschool and Childcare Center, at it’s discretion, may invite certain Bidders to participate in an oral interview/presentation.

### SCOPE OF SERVICES

13. A Bidder may withdraw its bid at any time prior to the date that bids are due.

The selected Bidder (the “Vendor”) will provide the following services in connection with the Contract:

1. Product specifications are attached and included as part of this proposal in **ATTACHMENT A-Specifications and Bid Form**. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Nutrition Services staff after delivery. The product and/or services bid must meet or exceed all specifications as of the time and date of the bid opening and at delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications. It is imperative that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the specifications and requirements are to be quoted on the regular bid form. The brand or trade name and manufacturer’s (packer’s) name must be given in the column provided. If bidder fails to indicate brand or trade name and packer’s name where requested, the item may be disqualified.
2. Nutrition labels must be included for all food items. All food items will be evaluated for nutrition prior to award. By submitting a nutrition label for a specific product, the bidder agrees to provide that **exact** product upon award. Failure to provide product as bid may result in refusal of delivery and/or disqualification from future bids.
3. All foods which contain vegetable protein products must conform with the Food and Nutrition Service Regulations for vegetable protein products.
4. Bids on items requiring a specific certified lean meat/meal alternate contribution are to be accompanied by an acceptable certification sheet signed by an officer of the manufacturing company unless the product has a CN label stating that the product provides the required meat contribution. If a CN (Child Nutrition) label is required on an item, the item bid and delivered must have a current, valid CN label affixed. A Product Analysis Sheet will not replace a CN label requirement.
5. Nutrition label or manufacturer specifications must indicate zero (0) grams of trans fat per serving in accordance with the Healthy, Hunger-Free Kids Act of 2010. Any items shipped that do not meet the specifications will be refused.
6. Only 100% domestic beef may be used in the manufacture of any product containing beef.
7. Pack sizes shown are approximate.
8. Bid unit price based on quantity specified.
9. Any and all alternate items bid must be clearly marked and variance from specifications, if any, noted.
10. Whenever an article or material is defined by describing a proprietary product of by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied. The specified product shall be understood as indicating the type, function, minimum standard, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. Brands of equal quality or type are acceptable.
11. To bid an alternate to an approved branded item, the bidder must submit a representative sample at or before the time of the scheduled bid opening for the item to be evaluated as a recognized and accepted equal.
12. All samples must be clearly labeled with bid name, bid date, item number, product brand and packer, code number, and name of bidder. Items not clearly labeled will not be considered. Products will be tested for acceptability and quality as per bid specifications. Selection will be based on price, nutrition, and acceptability. The decision of the Owners, regarding the quality and acceptability will be final. Should additional samples be requested, such samples must be furnished within five (5) working days of the request at no cost to the agency. If not destroyed in examination, they will be returned to the bidder on request at the vendor’s expense.
13. The bidder, in submitting said proposal, agrees to deliver all items to the Envirokids Preschool and Childcare Center, Tuesday of each week by 9 am, and Thursday of each week by 9 am.
14. Please refer to the Envirokids Preschool and Childcare Center calendar located at [www.envirokidspreschool.com, on The Parent's Corner Tab,](http://www.gopb.net/) or contact the Envirokids Preschool and Childcare Centers office for information regarding operation dates. If delivery delays are foreseen prior to the bid opening, written notice shall be provided with the bid and the agency will take the exceptions under advisement. Vendors shall keep the agency advised of the status of orders as failure to meet delivery dates may result in removal from the approved bidders list.
15. All estimate usages are subject to change. Any increase or decrease will be reasonable and directly correlate with student enrollment and/or participation level changes.
16. The agency reserves the right to purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions as bid for a period of one (1) year from the date of the bid award.
17. **All deliveries must be made between the hours of 7:00 a.m. and 9:00 a.m. Monday thru Friday only.** No exceptions will be made.
18. Prices shall be net, including transportation and delivery charges (inside delivery) fully prepaid by the contractor,
19. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, handicapping condition, or political belief.
20. If a cash discount is allowed for prompt payment, indicate terms on bid sheet.
21. Envirokids Preschool and Childcare Center is not exempt from Federal Excise Tax, State Tax, and Local Tax. Include tax in bid.
22. Facsimile (fax) responses/ Electronic responses to this bid request must be submitted on the included bid forms in this IFB. Written confirmation for such responses must be postmarked on or before opening date and time, and must be received in the Envirokids Preschool and Childcare Centers office within twenty-four (24) hours after opening date and time.
23. Bid prices must be firm for three hundred sixty five (365) days from bid opening date. No bids may be withdrawn without written approval after a contract has been signed, purchase order issued, or partial performance of the bid agreement has begun.
24. Delivery shortages, failure to deliver, or failure to deliver product meeting specifications may be cause for cancellation of contract by the Agency with the Vendor.
25. Failure of proper and timely delivery may be cause for the Agency to purchase replacement items on the open market, charging back the difference between market and contract price to the vendor and subtracting such total from invoices outstanding, current, or future.
26. The price paid by the Agency shall be considered the prevailing market price at the time such purchase is made. Contracts for purchases will be put into effect by means of order(s) executed by the Owners after bids have been awarded.
27. To conform to federal nutrition program regulations, nutrition information will be required for all products. The nutrition information must be dated and signed by an official of the manufacturing company. This information must be supplied at the time of the bid. Minimum information required includes: serving size, weight of serving size portion, calories, protein, carbohydrate, total fat, saturated fat, trans fat, cholesterol, sodium, vitamin A, vitamin C, calcium, and iron.
28. Federal regulations require that food purchased for food program must be substantially of domestic origin where substantially is defined as at least 51% of the final processed product consists of agricultural commodities that were grown domestically. The bidder must notate on the bid submission that the item is not domestically grown for each and every food item not complying with this requirement. Preference will be given to domestically grown items in all situations.
29. The IFB, Section A-Vendor Acknowledgement Form, Section B-Execution of Offer Form, Felony Conviction Notification Form, Certification Regarding Debarment Form, Section C- Additional Bidder Certifications, Vendor References, and ATTACHMENT A-Specifications and Bid Form must ALL be completed and submitted with your bid for the bid to be considered.
30. Bidders must submit a copy of their Food Manufacturer’s or Food Wholesaler’s license from the Texas Department of Health, Manufactured Food Division before they may enter into a contract with the Envirokids Preschool and Childcare Center.
31. Bonds or any other type of guarantee will not be required as part of this solicitation.
32. Drop shipments are acceptable. It is the vendor’s responsibility to provide the expected ship date of items that are ordered.
33. Issues that occur during the duration of the contract must be communicated in an expedited manner to allow Administration time to mitigate the problem. Failure to communicate properly may result in exclusion from future bid opportunities.
34. This solicitation will be awarded as a firm fixed-price contract and will be awarded to the lowest cost offer that addresses all the material terms and conditions of the solicitation.
35. The assigned point of contact for this solicitation is Glenda Lane, Owner. All correspondence will be handled via e-mail at laneandassociates@yahoo.com.
36. The fiscal year for Envirokids Preschool and Childcare Center begins January 1st and ends December 31st. This solicitation, any resulting contract(s) shall terminate absolutely without further obligation on the part of Envirokids Preschool and Childcare Center at the end of the fiscal year 2024.
37. If an item is linked to an independent wholesale index, the index must be named and the frequency of the adjustment must be indicated.
38. Bidders that are not set up as an approved vendor with Envirokids Preschool and Childcare Center will be required to complete a W9.
39. Invoices must contain the items that were delivered as verified by the nutrition personnel. E- mail is the preferred method to receive invoices.
40. All documentation and records will be kept on file for a minimum of five years after the end of the fiscal year to which they pertain.
41. Any processed food product needs to have a nutrition facts label and ingredient statement. Meat- and/or grain-based products must also include one of the following: (1) a CN label and/ or (2) a signed and dated product formulation statement. The documentation must identify the contribution of the food product toward meeting the meal pattern requirements or the nutritional values required for the competitive food standards.
42. Envirokids Preschool and Childcare Center reserves the right, when deemed necessary, to make additions or deletions of items in the awarded vendor’s contract to address new regulations, standards, menu requirements, discontinued products or reformulated items, in a manner not materially affecting the substance of the contract. Envirokids Preschool and Childcare Center shall determine the reasonable value of items to be added or deleted based on its specific needs.

### PROPOSAL REQUIREMENTS

Each Bidder must furnish the following as part of its bid proposal:

* **Completed and signed Bid Forms, including Section A-Vendor Acknowledgement Form, Section B-Execution of Offer Form, Felony Conviction Notification Form, Certification Regarding Debarment Form, Certification Regarding Lobbying, Section C-Additional Bidder Certifications, Vendor References, and ATTACHMENT A-Specifications and Bid Form must ALL be completed and submitted with your bid for the bid to be considered.**

The successful Contractor shall be required to furnish, within five (5) working days from written notice of award, the following:

* + Certificates evidencing insurance if required by the Contract; and
	+ Signed Contract without material modifications

Any Bidder unable to meet these requirements will be automatically eliminated from the bidding process.

### BID PREFERENCES

1. Envirokids Preschool and Childcare Center accepts, to the extent practicable and economically feasible, products and services dimensioned in the metric system of measurement.
2. Envirokids Preschool and Childcare Center prefers, to the extent practicable and economically feasible, products and services that conserve natural resources and protect the environment and are energy efficient.
3. Envirokids Preschool and Childcare Center makes positive efforts to utilize small businesses, minority-owned firms, and women’s business enterprises. As part of its proposal, each Proposer shall identify if it is a small business, minority-owned firm, or women’s business enterprise.
4. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, previous experience in the location of the award, previous experience with the type of services required, cost, financial resources, and technical resources.

### SAMPLE PROPOSAL EVALUATION

* 1. The following example of point system will be used for the evaluation of the proposal as follows:

|  |  |
| --- | --- |
| **FACTOR** | **POINT RANGE** |
| Purchase Price | 0-60 |
| Quality of Vendor’s Goods/Services | 0-10 |
| Extent to which goods/services meet the agency needs and bid specifications | 0-10 |
| Reputation of Vendor and the vendors goods/services | 0-10 |
| Any other relevant factor specifically listed in the IFB | 0-10 |

* 1. Total points will be calculated from each owner, providing a total point value for

each responding offeror. The offeror, meeting all of the outline criteria, that also accumulates the highest total point value will be awarded the contract.

# SECTION A – VENDOR ACKNOWLEDGEMENT FORM

**THIS BID IS A FIRM OFFER THAT SHALL BE IRREVOCABLE AND OPEN FOR ACCEPTANCE FOR THIRTY (30) CALENDAR DAYS FROM THE BID OPENING DATE.**

I, as the below named representative, do hereby certify that I have read the enclosed bid invitation and understand all of the general terms, conditions and specifications. I further certify that this bid meets all such criteria and that deliveries will be made as requested. All unit prices submitted have been checked for accuracy and correctness. As such, this process will be honored without any change or escalation for the duration of the bid except that a price adjustment may be allowed as so stated in the specifications.

Authorized Signature:

Printed Name:

Date:

Position with Company: \_

Name of Firm:

Address:

Telephone:

Fax:

Email:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <http://www.ascr.usda.gov/complaint_filing_cust.html>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C.

20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

# SECTION B – EXECUTION OF OFFER

**This Section B must be completed, initialed and returned with Bidder’s bid. Failure to initial and return this section will result in rejection of the bid.**

1. By initial hereon, Bidder offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements as set forth in the IFB, including the Contract attached hereto and all other documents referenced herein.
2. By initial hereon, Bidder affirms that he/she/it has not given, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Envirokids Preschool and Childcare Center employee in connection with the submitted proposal.
3. By initial hereon, Bidder hereby certifies that neither Bidder nor the firm, corporation, partnership, or other entity represented by Bidder, or anyone acting for such firm, corporation, or other entity has violated the federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By initial hereon, Bidder certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.
5. By initial hereon, Bidder certifies that the individual signing this document and the documents made part of the IFB is authorized to sign such documents on behalf of the Bidder and to bind the Bidder under any contract which may result from the submission of this proposal.
6. By initial hereon, Bidder certifies that:

*Check any or all of the items below, as applicable.*

* + Firm is small business, minority-owned, or a women’s business enterprise.
	+ Products and services offered conserve natural resources and protect the environment and are energy efficient.
	+ Products and services offered are dimensioned in the Metric System.
	+ None of the above.
1. By initial hereon, Bidder certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Bidder and an employee of Envirokids Preschool and Childcare Center.
2. By initial hereon, Bidder affirms that it has not received compensation for participation in the preparation of the specifications for this IFB.
3. Bidder represents and warrants that all articles and services quoted in response to this IFB meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
4. By initial hereon, Bidder signifies its compliance with all applicable laws and regulations, including all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
5. By initial hereon, Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**INITIAL**

# FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Envirokids Preschool and Childcare Center may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting tin the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.:

1. Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. Offeror’s violation of this section shall constitute a substantial failure.
2. If the Offeror is the person or owner or operator of the business entity, that individual may not self- certify regarding the criminal history record information and its review, and must submit original evidence acceptable to Envirokids Preschool and Childcare Center with this Agreement showing compliance. Signature below acknowledges compliance with:

Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

Signature of Offeror: Date:

Printed Name of Offeror:

Company Name: Tel#:

Texas Department of February 2017

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:
	1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
	2. 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;
	3. 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
	4. 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 Printed/Typed Title of

Contractor Representative Contractor Representative

Texas Department of Form H2049

Agriculture July 2017

**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.

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 Name of Organization submitting certification

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 Name of Organization Representative Title

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 Signature of Organization Representative Date

# SECTION C – ADDITIONAL BIDDER CERTIFICATIONS

### Certificate of Independent Price determination

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
	1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
	2. Unless otherwise required by law, the prices which have been quoted in this bid 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; and
	3. 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.
2. Each person signing this bid certifies that:
	1. He/she is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated/ will not participate, in any action contrary to (1)(A) through (1)(C) above; or
	2. He/she is not the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such a decision in certifying that such persons have not participated and will not participate, in any action contrary to (1)(A) through (1)(C) above, and as their agent does hereby so certify that he/she has not participated and will not participate in any action contrary to (1)(A) through (1)(C) above.

NOTE: Accepting a bid does not constitute acceptance of the contract. Bidder shall execute this Certificate of Independent Price Determination.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

**Clean Air Act (42 USC 7401-7671q)**

Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the Nonfederal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42

U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (C) above, when federal funds are expended by Envirokids Preschool and Childcare Center, the vendor certifies that during the term of an award for all contracts by Envirokids Preschool and Childcare Center resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

**Certification of Compliance with the Energy Policy and Conservation Act**

When Envirokids Preschool and Childcare Center expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.: 49 C.F.R. Part 18).

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

**Certification of Health and Safety Certifications, Licensing, or Regulations** When Envirokids Preschool and Childcare Center expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

# Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

# Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Envirokids Preschool and Childcare Center, the vendor certifies that during the term of an award for all contracts by Envirokids Preschool and Childcare Center resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

# Certification of Compliance with Buy America Provisions

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

**Record Retention Requirements for Contracts Involving Federal Funds** When federal or state funds are expended by Envirokids Preschool and Childcare Center for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in The Texas Department of Agriculture - March 2020 Child and Adult Food Care Program-Childcare Centers Handbook, Section 7350, Documentation and Contract Record Keeping Requirements. The Vendor further certifies that Vendor will retain all records as required by The Texas Department of Agriculture - March 2020 Child and Adult Food Care Program-Childcare Centers Handbook, Section 7350, Documentation and Contract Record Keeping Requirements for a period of

three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

# Certification of Access to Records

Vendor agrees that the Owners or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relation to such documents.

**Does Vendor Agree? If yes, initials of authorized representative of vendor.**

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in Certifications.**

Vendor’s Name/Company Name:

Address, City, State, and Zip Code:

Phone Number: Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date: Federal Tax ID #

# Vendor References

**Vendor:**

The Bidder is required to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Bidder provide school districts or other organizations equal to Envirokids Preschool and Childcare Centers, in size and structure, if possible. To expedite the contract award, e-mail is the preferred method of contact.

Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

1**.**

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Company Name Contact: Business Address Phone: Email Address: Fax:

2.

Company Name Contact: Business Address Phone: Email Address: Fax:

## 3.

Company Name Contact: Business Address Phone: Email Address: Fax: