



REQUEST FOR PROPOSALS APPRAISALS



April 22, 2025	RFP available to Vendors
April 28, 2025 to May 2, 2025.	Tour of facilities from 9 a.m. to 3 p.m. Look for Contact person (usually Campus Director/Site Manager) of each facility. Please provide business card to Contact Person.
May 9, 2025 4:00 p.m.	Proposal receipt deadline. All proposals are due at 115 S. Kaufman Street, Linden, Texas, 75563. Or send electronically to michelle.morehead@csntexas.org or bernie.yancey@csntexas.org No late proposals will be accepted.
May 12, 2025	Proposals Evaluated / Negotiations
May 13, 2025	Vendors are notified of award decision.
May 13, 2025	Contract Term begins
July 14, 2025	Submission of appraisal report (may change based on notification of award decision)

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I. General Information

A. Purpose

This Request for Proposal (RFP) is to contract for appraisals services for up to fifteen (15) facilities for Community Services of Northeast Texas, Inc. (CSNT).

CSNT receives federal funds and is required to provide 20% non-federal match. CSNT plans to utilize the appraisal results for these facilities to determine the rent-in-kind, which will contribute to the required non-federal match.

B. Who May Respond

Experienced Real Estate Appraisers certified/licensed in the state of Texas who specialize in commercial properties. Counties included are Bowie, Cass, and Camp in Texas.

C. Instructions on Proposal Submissions

- ☐ **Closing Submission Date:** Proposals must be submitted no later than 4:00 p.m. on Monday, July 14, 2025.
- ☐ **Inquiries:** concerning this RFP should be made to Michelle Morehead, CEO at 430-218-8277
- ☐ **Conditions of Proposal:** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Contractor and will not be reimbursed by Community Services of Northeast Texas, Inc.
- ☐ **Instructions:** to Prospective Contractors:

Your proposal should be addressed as follows:

*Name: Michelle Morehead
Title: CEO
Entity: Community Services of Northeast Texas, Inc.
Address: 115 S. Kaufman
P.O. Box 427
Linden, Texas 75563*

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

Request for Proposal 091-10-25
4:00 p.m. on July 14, 2025
For Appraisal Services

It is the responsibility of the Contractor to ensure that the proposal is received by Community Services of Northeast Texas, Inc. by the date and time specified above.

Late Proposals may not be considered.

- ☐ **Right to Reject:** Community Services of Northeast Texas, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based on the factors described in this RFP.

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- **Small and/or Minority-Owned Businesses:** Efforts will be made by Community Services of Northeast Texas, Inc. to utilize small businesses and minority-owned businesses. A Contractor qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (2 CFR Part 200.321).

- **Historically Underutilized Business:** Efforts will be made by Community Services of Northeast Texas, Inc. to utilize Historically Underutilized Businesses. Contractor qualifies as a HUB business firm if it meets the definition of a minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.

- **Notification of Award:**
 - a. It is expected that a decision will be made by May 13, 2025.
 - b. Upon conclusion of final negotiations with the successful appraiser, all Contractors submitting proposals in response to the Request for Proposal will be informed, in writing of CSNT’s selection.
 - c. It is expected that the contract shall be a one-time, fixed-price contract.

D. Description of Entity and Facilities to be Appraised

Community Services of Northeast Texas, Inc., was founded in 1965, is a non-profit organization of “people helping people.” Hard work and dedication by a committed, caring staff and devoted volunteers enhance the quality of lives through the following:

- Providing support and resources to meet the needs of the community
- Utilizing Federal, State, and local resources to promote self-sufficiency
- Advocating the rights of all citizens in need
- Collaborating with other agencies responsible for public service programs
- Searching for new, untried ways of eliminating poverty
- Providing opportunities for “on-the-job” training and career development maximizing employment

Offering Services in Bowie, Camp, Cass, Delta, Franklin, Hopkins, Lamar, Marion, Morris, Rains, Red River and Titus counties in Northeast Texas.

Head Start CSNT Head Start is a comprehensive child development program which focuses on preparing children for entry into kindergarten. The program serves income eligible children ages 3-5 and their families by providing educational, health, dental and social services free of charge. The educational component focuses on pre-reading skills, phonemic awareness, numeric development and social skills. All children are screened at the beginning of the program year to assess their development. All children receive physicals annually and any needed medical attention is obtained through their insurance or provided by Head Start. Children diagnosed with disabilities are fully included in all aspects of the program. In addition, each child's family is case studied to determine their strengths and needs and a Family Partnership Agreement is developed to ensure that each child and their family receive the maximum amount of success from the services that are available. CSNT Head Start currently serves almost 500 children in Bowie, Camp, Cass and Morris counties.

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Outreach Services The Community Outreach department of CSNT, Inc. administers Salvation Army funds, Comprehensive Energy Assistance Program (CEAP), Tenant Based Rental Assistance (TBRA) and the Community Services Block Grant (CSBG) Case Management. The department is also responsible for food pantries and provides fan and coat drives. CSNT, Inc. has five outreach offices in Camp, Cass, Bowie, Marion, and Morris counties to provide assistance to low-income house households. Salvation Army funds allow CSNT, Inc. to assist transients and local clients with lodging, meals, gas, utilities, and prescriptions. The Comprehensive Energy Assistance Program (CEAP) assists low-income households with the highest home energy needs, taking into account both the energy burden and vulnerable household members. Priority is given to low-income, elderly/disabled, and families with children under the age of six. The Community Services Block Grant (CSBG) funds allow CSNT, Inc. to empower clients to transition out of poverty. CSBG funds provide assistance with services that are supported with donated funds or goods, which include fan, coat, food, and school supply drives.

E. Grievance / Appeal process

A. Definition

1. A *grievance* is defined as and limited to an alleged improper interpretation, application, or violation of an individual's terms and conditions regarding the Request for Proposal/Bid/Information, or Invitation for Bid/Proposal (RFP, RFB, RFI or IFB, IFP) process.
2. A "*party of interest*" is the person or persons making the appeal and any person whom might be required to take action or against whom action might be taken to resolve the claim.
3. *Workdays* are those days when administrative offices are scheduled to be open.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting individuals. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure. It is the policy of this agency to respond promptly to any complaints or grievances, which may arise.

C. Procedure – General

1. Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.
3. Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

D. Action and Appeal

Level 1

The grievance must be discussed with the immediate Project Coordinator within ten (10) workdays after the individual(s) first knew or should have known of the event or series of events causing the complaint. Failure to resolve the matter at issue, then the aggrieved shall present the grievance in writing proceeding to Level 2.

Level 2

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If the outcome of the conference at Level 1 is not to the individual's satisfaction, the individual(s) must submit a grievance in writing to meet with the Chief Operating Officer within seven (7) workdays, if different from the immediate Project Coordinator or, if not, to the Chief Executive Officer. The grievance shall specify:

- *The matter at issue or in dispute.*
- *The reasons for grieving.*
- *The remedy sought.*

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at appeal levels and in the procedure only with consent of all interested parties.

The meeting shall be held within seven (7) workdays or at a mutually agreed time, after the Chief Operating Officer or Chief Executive Officer receives the request to discuss the complaint.

The Chief Executive Officer will then investigate the matter fully and render a decision as soon as practicable. This investigation may include the Chief Operating Officer.

The decision of the Chief Executive Officer is final except in a case involving discipline or dismissal of an employee, or a violation of a constitutional or statutory right or a complaint regarding conditions of work.

Level 3

If the grievance is not resolved to the individual's satisfaction at Level 2, then the Individual may appeal to the Chief Executive Officer in writing within seven (7) workdays. The decision of the Chief Executive Officer will be final.

In cases where a Conflict of Interest may be viewed, an individual may appeal to the Board of Directors within seven (7) workdays after receipt of the final decision made by the Chief Executive Officer.

The appeal shall be submitted in writing through the Secretary to the Board who shall obtain all related papers from Level 1 and Level 2, and forward the appeal to the Board Chair.

The Board Chair will designate a committee of three (3) of its own members to determine only whether the decision was reasonable on the basis of record and not capricious or irresponsible. The Board committee will give its report to the Board of Directors of the final decision. The Board's final decision shall be rendered, in writing, to the parties involved

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The facilities to be appraised are listed below:

	Address Information	Loc. No.	Configuration
1	Atlanta Head Start Atlanta Primary 505 Rabbit Blvd, Atlanta, Texas 75551	159	3 Classrooms 2 Offices 1 Playground Common Areas
2	Bloomburg Head Start Bloomburg Pre-K Academy 201 West cypress, Bloomburg, Texas 75556	199	1 Classroom 2 Offices 1 Playground Common Areas
3	Daingerfield / Lone Star Head Start West Elementary 1305 West Watson Blvd, Daingerfield, Texas	119	1 Classrooms 1 Office 1 Playground Common Areas
4	Hughes Springs Head Start 903 East 1st Street, Hughes Springs, Texas 75656	139	4 Classrooms 2 Offices 1 Playground Common Areas
5	Naples Head Start 412 W L Doc Dodson Boulevard, Naples, Texas 75568	109	1 Classroom 2 Offices 1 Playground Common Areas
6	New Boston Head Start 117 Robertson, New Boston, Texas 75570	189	2 Classrooms 1 Office 1 Playground Common Areas
7	Pittsburg Head Start 404 Broach Street, Pittsburg, Texas 75686	169	3 Classrooms 2 Offices 1 Playground Area Common Areas
8	Texarkana Head Start Paul Laurence Dunbar Early Education Center 2315 West 10th Street, Texarkana, Texas 75501	129	4 Classrooms 5 Offices 1 Playground Area Common Areas
9	CSNT Administration Offices 115 S. Kaufman, Linden, Texas 75563	90	1 Building 13 Offices Common Areas
10	Head Start Management Building 124 North Main, Linden, Texas 75563	59	14 Offices Common Areas
11	CSNT Maintenance Building 200 West Houston Street, Linden, Texas 75563	79	1 Office Common Areas

The above facilities are leased or provided free of rent. The information on leased facilities is on the next page.

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	Facility	Loc. No.	Rent	
			Monthly	Annual
1	Atlanta Head Start	159	\$700.00	\$8,400.00
2	Bloomburg Head Start	199	\$0.00	\$0.00
3	Daingerfield/Lone Star Head Start	119	\$0.00	\$0.00
4	Hughes Springs Head Start	139	\$800.00	\$9,600.00
5	Linden Community Center (The Barn)	179	0	0
6	Naples/Omaha Head Start	109	\$700.00	\$8,400.00
7	New Boston Head Start	189	\$1,000.00	\$12,000.00
8	Texarkana Head Start	129	\$3,882.00	\$46,584.00
9	CSNT Administration Offices	90	0	0
10	Head Start Management Building	59	\$1,150.00	\$13,800.00
11	CSNT Maintenance Building	79	\$240.00	\$2,800.00

II. Scope

A. Scope of Appraisal Services

This RFP is to obtain the services of a certified/licensed Commercial Real Estate Appraiser hereinafter referred to as the “Contractor” to perform appraisals of the facilities used by CSNT Head Start. These facilities are either leased or provided free of rent from local education agencies (school districts), local county or from other non-profit agencies. The programs may occupy the whole facility or utilize just a portion of the facility for office and classroom spaces.

The appraisal services shall include:

- ☐ Detailed Description of the Appraised Area
- ☐ On-site review of property
- ☐ Measurements of space being Appraised
- ☐ Development of a functional floor plan
- ☐ Photographs of the areas being appraised
- ☐ Determination of Real Estate value of the area being appraised.
- ☐ The fair market rent value of the area being appraised Real Estate value of the area being appraised.
- ☐ Description of the basis for reported values

B. Performance

The appraisal report shall be submitted no later than 4:00 p.m., July 14, 2025.

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For any changes identified during the review meeting in section J, a revised appraisal report shall be submitted no later November

C. Delivery Schedule

The term will be from **May 13, 2025 to July 14, 2025**, or acceptance of final report, whichever comes later.

Contractor shall deliver one (1) bound copy of each appraisal to CSNT on or before July 14, 2025.

Reports may be submitted earlier than the schedule stated in the Performance section. However, if the Contractor fails to make delivery of the appraisal reports within the time schedule specifies herein, or if the Contractor delivers appraisal reports that do not conform to all of the provisions of this contract, CSNT may, by written notice of default to the Contractor, terminate the whole or any part of this contract. Under certain extenuating circumstance, the contracting agent may extend this schedule upon written request of the Contractor with sufficient justification.

D. Use of Exhibit B

Bidder must use Exhibit B to submit a price for the appraisal of each property listed.

Services for each facility must be bid individually on the bid sheet. Please complete Exhibit B.

E. Contract

The successful contractor and CSNT shall enter into a legally binding contract. Both parties may submit a contract detailing terms and conditions. Where a conflict of terms and/or conditions shall exist, the terms and conditions of CSNT's contract shall prevail.

F. Change Order

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and shall be approved by both parties.

A request for change is subject to intensive review and a change order granted only if it is determined by CSNT to be caused by an omission or change originating from the CSNT's actions and decisions. CSNT reserves the right to reject any or all requests for change.

G. Indemnification

Successful Contractor shall defend, indemnify and save harmless CSNT, all its offices, agents, and employees from all suits, actions, or other claims for any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act, act of omission or error, or their 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 costs which may be obtained against the agency growing out of such injury or damages.

H. Silence of Specifications

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The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the “best commercial/professional practices” are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

I. Notice

Any notice required shall be delivered to CSNT at P.O. Box 427, 115 S. Kaufman Street, Linden, Texas 75563, by the proposal or resultant contract (or as required by law) to be given to the contractor by CSNT shall be conclusively deemed to have been given and received on the next day after such notice has been deposited in the mail Linden, 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.

J. Review Meeting

The Contractor’s representatives will be required to provide a detailed review of the report with CSNT representatives at the time the report is submitted. A revised/final report may be needed to adjust the changes identified during the review meeting. This revised report shall be submitted no later than five (5) business days after the meeting.

K. Payment

Payment will be made when CSNT has determined that the appraisal report has been satisfactorily completed. Should CSNT reject the report, CSNT’s authorized representative will notify the Contractor in writing of such rejection, giving the reason(s).

Upon acceptance and approval of the report, the Contractor may submit a bill for the contract.

L. Confidentiality

The Contractor agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CSNT, 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 are 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, CSNT’s authorized representative in the event the Contractor determines or has reason to suspect a breach of this requirement.

J. Conflict of interest

All Contractors must disclose in writing with the proposal the name of any owner, officer, director, or agent who is also an employee of Community Services of Northeast Texas, Inc. All Contractors must also disclose in writing with their proposal the name of any employee of Community Services of Northeast Texas, Inc. who owns, directly or indirectly, and interest of five percent (5%) or more in the Contractor’s firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

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I. Technical Qualifications

Exhibit A – Contractor Information

II. Proposal Evaluation

A. Submission of Proposals

All proposals shall include two copies of the Contractor's technical qualifications; two copies of the pricing information (see Exhibit B). These documents will become part of the contract.

B. Nonresponsive Proposals

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

1. The proposal is not received in a timely manner in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include Certifications and the Standards and Conditions.

C. Proposal Evaluation

1. **RFP Process** Following are the minimum RFP process but additional steps may be taken during the course of the RFP process.

April 22, 2025	RFP available to Vendors
April 28, 2025 to May 2, 2025.	Tour of facilities from 9 a.m. to 3 p.m. Look for Contact person (usually Campus Director/Site Manager) of each facility. Please provide business card to Contact Person.
May 9, 2025 4:00 p.m.	Proposal receipt deadline. All proposals are due at 3115 S. Kaufman Street, Linden, Texas, 75563. Or send electronically to michelle.morehead@csntexas.org or bernie.yancey@csntexas.org No late proposals will be accepted.
May 12, 2025	Proposals Evaluated / Negotiations
May 13, 2025	Vendors are notified of award decision.
May 13, 2025	Contract Term begins
July 14, 2025	Submission of appraisal report (may change based on notification of award decision)

2. Evaluation Elements

Each proposal submitted will be evaluated based on the following criteria including, but not limited to:

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	Points
Whether you are a Small and/or Minority-Owned Businesses or a Historically Underutilized Business. (With certification)	Up to 10
Overall Ability of the Contractor to meet Community Services of Northeast Texas, Inc.'s needs	Up to 25
References given by the firm and those references opinion as to their experience and/or successful results with the Contractor.	Up to 25
Evaluation of the price quoted. Provide a complete quote for the "Scope of Work". In addition you may include in your bid any in-kind contribution (or the "non-federal share" Head Start programs are required to provide a 20% match of non-federal funds for the operation of their programs).	Up to 40

3. Review Process

CSNT may, at its discretion, request presentations by or meetings with any or all Contractors to clarify or negotiate modifications to the Contractors' proposals.

However, CSNT reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Contractor can propose.

CSNT contemplates award of the contract to the responsible Contractor with the highest total points.

CSNT may require sample reports/forms as part of this review process.

EXHIBIT A –Contractor Information

1. Contractor Information: Provide the following information regarding the Contractor

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Contractor Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Contractor.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
☐ Partnership
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Contractor has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

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EXHIBIT A –Contractor Information

List Related Companies:

- 2. Contact Information:** List the one person who the CSNT may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- 3.** Does Contractor anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ____ No ____

- 4.** Is Contractor authorized and/or licensed to do business in Texas?

Yes ____ No ____ If “Yes,” list authorizations/licenses.

- 5.** Where is the Contractor’s corporate headquarters located? _____

- 7. Debarment/Suspension Information:** Has the Contractor or any of its principals been debarred or suspended from contracting with any public entity?

Yes ____ No ____ If “Yes”, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

- 8. Surety Information:** Has the Contractor ever had a bond or surety canceled or forfeited?

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Yes ____ No ____ If "Yes," state the name of the bonding company, date, amount of bond and reason for such
Cancellation or forfeiture. _____

EXHIBIT A –Contractor Information

9. Bankruptcy Information: Has the Contractor ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No ____ If "Yes," state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Contractor ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes," state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Contractor ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No ____ If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No ____ If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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Signature

Typed or printed name

Title

Date

Attach the following document:

W-9

Certificate of Insurance

EXHIBIT B – Proposal Form

Please submit the total amount to perform Appraisals for CSNT per visit basis.

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	Center Name and Address Information	Address	Loc. No.	Amount	Less: In-Kind	Net Bid Amount
1	Atlanta Head Start Atlanta Primary	505 Rabbit Blvd Atlanta, Texas	159			
2	Bloomburg Head Start Bloomburg Pre-K Academy	201 West Cypress Bloomburg, Texas 75556	199			
3	Daingerfield/Lone Star Head Start West Elementary	1305 West Watson Boulevard Daingerfield, Texas 75638	119			
4	Hughes Springs Head Start	903 East 1st Street Hughes Springs, Texas 75656	139			
5	Linden Community Center (The Barn)	301 East Houston Linden, Texas 75563	179			
6	Naples/Omaha Head Start	412 W L Doc Dodson Boulevard Naples, Texas 75568	109			
7	New Boston Head Start	117 Robertson New Boston, Texas 75570	189			
8	Pittsburg Head Start	404 Broach Street Pittsburg, Texas 75686	169			
9	Texarkana Head Start P. L. Dunbar Early Education Center	2315 West 10th Street Texarkana, Texas 75501 Texarkana, Texas 75501	129			
10	CSNT Administration Offices	115 S. Kaufman Linden, Texas 75563	90			
11	Head Start Management Building	124 North Main Linden, Texas 75563	59			
12	CSNT Maintenance Building	200 West Houston Street Linden, Texas 75563	79			

EXHIBIT C – Cost Proposal / Execution of Proposal

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.

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- The Contractor has attached a copy of insurance certificate(s) with the proposal.
- The Contractor has attached a completed Form W-9 Request for Taxpayer Identification Number and Certification.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposal cost.
- All labor costs, direct and indirect, have been determined and included in the proposal cost.
- The Contractor has conducted site visits and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the condition set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

Contractor: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax: _____

Federal Employer Identification Number / Social Security Number: _____

Email: _____

By: _____

Signature

Typed or printed name

Title

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

EXHIBIT E – Contact information for Tour of Facilities

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Facility		Contact Person/ Campus Director	Telephone and Extensions	Dates for Visit	Hours
1	Atlanta Head Start	Alisha Oliver, Campus Director	903-796-4119		
2	Bloomburg Head Start	Candie Harris, Campus Director	903-728-5880		
3	Daingerfield/Lone Star Head Start	MaRenda Traylor, Campus Director	903-645-2901		
4	Hughes Springs Head Start	Carlin Johnson, Campus Director	903-639-1914		
5	Linden Community Center (The Barn)	Robert Norton Service Manager	430-218-8204		
6	Naples/Omaha Head Start	Felicia Williams, Campus Director	903-897-0318		
7	New Boston Head Start	Venus Hornbuckle, Campus Director	903-628-5621		
8	Pittsburg Head Start	Kaye Nelms, Campus Director	903-856-1245		
9	Texarkana Head Start	Era Moore-Collins, Campus Director	903-255-3295 Ext. 1		
10	CSNT Administration Offices	Bernie Yancey Chief Operating Officer	430-218-8201		
11	Head Start Management Building	Berny Harris Head Start Director	430-218-8211		
12	CSNT Maintenance Building	Robert Norton Service Manager	430-218-8204		

Certification

(Please initial after each statement, sign at bottom and attach to the RFP)

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1. CERTIFICATION AND DISCLOSURE STATEMENT

A person or entity entering into a contract with Community Services of Northeast Texas, Inc. (CSNT) is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to publicly held corporations.

If an individual

Have you been convicted of a felony?

☐ Yes

☐ No

OR

If a business entity

Has any owner of your business entity been convicted of a felony?

☐ Yes

☐ No

Has any operator of your business entity been convicted of a felony:

☐ Yes

☐ No

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

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2. CERTIFICATION REGARDING FEDERAL LOBBYING

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

The applicant 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 Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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 any 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 applicant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the Award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under loans, and cooperative agreements) and that all sub recipients shall certify and disclosure 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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and UPS 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.

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

☐ Yes

☐ No

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3. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

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This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Supplier certifies that it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;

Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Supplier's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance program;

Providing each employee with a written copy of the Supplier's Drug Free policy;

Notifying the employee in the Supplier's Policy statement that as a condition of employment under the Contract employee shall notify the Supplier in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying Community Services of Northeast Texas, Inc., within ten days of the Supplier's receipt of notice of the conviction of an employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Supplier's drug-free workplace policy

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4. DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

If any of the following have a financial or other substantive interest** with Community Services of Northeast Texas, Inc., an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- Yourself
- Immediate Family*;
- Your Partner; or
- Any organization in which any of the aforementioned have a material, financial or other substantive interest.

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with Community Services of Northeast Texas, Inc.

*Immediate Family is defined as any person related within the second degree of affinity (marriage) or within their degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity – husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity – spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

**Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization, or employees as an officer of an organization.

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5. Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

- 1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, 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 provided setting forth the provisions of this nondiscrimination clause.
- 2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to Inaugurate compliance with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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6. VOLUNTARY IN-KIND

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Head Start federal grant requirements stipulate each grantee is required to match their goal award with 20% in the form of cash donations or donated products and/or services. The Head Start Act stipulates that the Federal share of the total costs of the Head Start program will not exceed 80 percent of the total grantee budget. If the grantee agency fails to obtain and document the required 20 percent, or other approved match, a disallowance of Federal funds may be taken. Non-Federal share must meet the same criteria for allow ability as other costs incurred and paid with Federal funds. Third party in-kind contributions shall count toward satisfying a cost-sharing or matching requirement only where, if the party receiving the contribution were to pay for them, they would be an allowable cost. Allowable costs are determined by the tests of reasonableness, necessity and allocability as defined in Title 2 of the Code of Federal Regulations (2 CFR 220, 2 CFR 225, and 2 CFR 230).

For example, the federal government provides 80% of the funding mandates the grantee it provides the remaining 20% through in-kind donations from private donors, local businesses, universities, social services agencies and other community agencies.

****Donations, if any, are strictly voluntary. There is no obligation on the part of the bidder to offer and In-kind donation.**

What constitutes In-kind?

Examples:

1. Percentages discounting of fee/rate because purchaser operated a federally funded Head Start Programs.
2. Donation of labor hours for service provided.
3. Donation of specific goods, etc.
4. Cash

If your firm wishes to assist Community Services of Northeast Texas, Inc., in reaching their goal of matching funds, please provide the methodology (one of the above examples) used to determine the value of your in-kind donation and the value of any donation your firm wishes to provide.

*A CSNT Donor Form will need to be completed and returned with your signed contract.

Signature of Authorized Representative

Title

Company

Date

**Standard Terms & Conditions
(PLEASE SIGN AND ATTACH TO THE RFP)**

ARTICLE 1: GENERAL PROVISIONS

Section 1.01 STATEMENT OF NON-COMMITMENT

This public solicitation is not an offer to enter into an agreement with any Bidder; it is a request to receive Proposals from Bidders interested in providing Goods or Services to CSNT. CSNT reserves the right to reject all Proposals, in whole or in part. CSNT will not have any obligation to a Bidder until it has entered into a Contract with the Bidder on terms and conditions satisfactory to CSNT. CSNT entering into negotiations with a Bidder, with respect to any Proposal or otherwise shall not be deemed to be an acceptance of such Proposal or Contract with Bidder.

Section 1.02 PERFORMANCE PERIODS

Upon CSNT's acceptance of a Bidder and the selected Bidders accepts CSNT's terms, CSNT shall execute a Services Agreement.

**Section 1.03 MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE) AND/OR
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

CSNT supports and encourages M/WBEs and HUBs to submit Proposals for current, existing, and future procurements. As a social service agency, CSNT is committed to the opportunity for equal access by all segments of our community.

Section 1.04 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice will be acceptable. All interpretations of specifications shall be made on the basis of this statement.

Section 1.05 GOVERNING INTERPETATION

In the event of any conflict of interpretation of any part of this overall document, CSNT's interpretation shall govern.

Section 1.06 COMPLIANCE WITH PUBLIC BID REQUIREMENTS

By submission of a Proposal, the Bidder agrees to be bound by the requirements set forth in this public solicitation. CSNT, at its sole discretion, may disqualify a Proposal from consideration if CSNT determines a Proposal is non-responsive and /or non-compliant, in whole or in part with the requirements set forth in this public solicitation.

Section 1.07 BINDING EFFECT PROPOSALS

Each Bidder agrees to and shall be bound by the information and documentation provided with the Proposal unless otherwise agreed in writing and signed by CSNT's Executive Director.

Section 1.08 RIGHT TO MODIFY, RESCIND OR REVOKE PUBLIC BID

CSNT reserves the right to modify rescind, or revoke this Public Bid, in whole or in part, are any time prior to the date on which the authorized representative of CSNT executes an Agreement with the selected Bidder.

Section 1.09 DEBARMENT AND SUSPENSION

Pursuant to OMB Circular No. A-110 the Bidder shall comply with the non-procurement debarment and suspension common rule. “Debarment and Suspension” This common rule restricts sub-awards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

ARTICLE II SOLICITATION INSTRUCTIONS

Section 2.01 REPRODUCTIONS

If the Bidder obtains the public solicitation electronically via-email or on a computer disk, electronically scans, re-types on in some way reproduces any portion of the Public Bid in order to prepare a response, the Proposal must be submitted in hard copy according to the instructions contained in the Public Bid. If, in the Proposal, the Bidder makes any changes whatsoever to CSNT’s published Public Bid; CSNT’s Public Bid as published shall govern. Furthermore, if an alteration of any kind to CSNT’s published Public Bid Scope of Proposal is discovered before or after Contract is executed and is or is not being performed; the Contract is subject to immediate cancellation.

Section 2.02 BIDDER CONDUCT

No gratuities of any kind will be accepted including meals, gifts, or tips during this public solicitation process. Violation of these conditions will subject the Bidder to immediate disqualification from the Proposal process.

Section 2.03 PUBLIC DISCLOSURE

No public disclosure or news release pertaining to this Public Bid shall be made with our prior written approval of CSNT’s Executive Director.

Section 2.04 USES AND DISCLOSURE OF INFORMATION

If a Proposal includes proprietary data, trade secrets, or information the Bidder wishes to exclude from public disclosure, the Bidder must specifically label such data, trade secrets, or information as follows: **“PRIVATE AND CONFIDENTIAL – PROPRIETARY INFORMATION.”**

To the extent permitted by law, information labeled by the Bidder as proprietary will be used by CSNT only for the purpose related to or arising out of the following:

1. Evaluation of Proposal
2. Selection of a Bidder Pursuant to the Public Bid Process
3. Negotiation and execution of an Agreement, if any, with the selected Bidder.

Section 2.05 OWNERSHIP OR PROPOSALS

All Proposals become the physical property of CSNT upon receipt.

Section 2.06 BRAND NAMES

Any catalog, brand name or manufacturer’s reference used in the RFP is for descriptive purpose only, unless specifically stated otherwise (not restrictive), and is used to indicate type and quality outcomes. Proposals on brands of like nature and quality will be considered.

Section 2.07 PROPOSAL BOND REQUIREMENT

No bond is required for this RFP.

Section 2.08 PERFORMANCE BOND REQUIREMENTS

No performance bond is required for this RFP.

Section 2.09 TAXES

CSNT is exempt from local Sales Tax and Federal Tax. Do not include tax in the Proposal. CSNT's Tax Exemption Certificate will be furnished upon Bidder's written request to CSNT.

Section 2.10 GOVERNING LAW

Bidder shall comply with ALL applicable federal, state and local laws and regulations. Bidder is further advised these requirements shall be fully governed by the laws of the State of Texas.

Section 2.11 PATENTS/COPYRIGHTS

The Bidder agrees to protect CSNT from claims involving infringement of patents or copyright.

Section 2.12 OVERCHARGES

The bidder hereby assigns to CSNT any and all claims for overcharges associated with any Agreement resulting from this Public Bid which arise under the antitrust laws of the United States U.S.C.A. Section 1. Et seq (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Section 2.13 SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product information in the Proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the Proposal and any other facts, which may affect the evaluation and subsequent Agreement award, should be included.

Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of the Proposal must also be in the Proposal.

Section 2.14 PRICING

Where unit pricing and extended pricing differ, the price that best benefits CSNT, as determined by CSNT, will prevail.

Section 2.15 QUANTITIES

The attention of the Bidder is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities orders may be increased or decrease by CSNT as deemed necessary during the Agreement period.

Section 2.16 INSPECTIONS

CSNT reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a Bidder fails to satisfactorily show an ability to perform, CSNT can reject the Proposal as inadequate.

Section 2.17 BIDDER PRESENTATIONS

Bidder may be invited to CSNT to present their goods and/or services. CSNT will establish the format, time, date and location for presentation.

ARTICLE III. TERMS AND CONDITIONS

Section 3.01 PRICES

Prices and/or rates will remain firm for the term of the Agreement. The pricing policy proposed and submitted must address the following concerns:

1. The structure must be clear, accountable and auditable.
2. It must cover the full spectrum of services required.
3. Costs and compensation must be consistent with the rates established or negotiated as a result of this Public Bid OR Purchase Order issued based on this Agreement.

Section 3.02 FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor is to begin work prior to receipt of a CSNT Contract executed by CSNT's Executive Director.

The contract shall serve as the authorization to proceed with work in accordance with the Contract.

Section 3.03 PERSONNEL

The Contractor represents that it has, or will secure at its' own expense any and all personnel costs necessary to perform the services required under this Contract.

Section 3.04 SHIPPING

F.O.B. destination; freight prepaid

Section 3.05 ATTORNEY FEES

If any legal action commences or is necessary to enforce or interpret the terms of the Public Bid, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

ARTICLE IV. PROPOSAL EVALUATION PROCEDURES

Section 4.01 BASES OF AWARD

The Bidder selected for award will be the Bidder who's Proposal, as presented in response to the RFP and as determined by CSNT in accordance with evaluation criteria set forth in this RFP, to be the most advantageous to CSNT. CSNT is not bound to accept the lowest Bid Proposal.

Section 4.02 NEGOTIATIONS WITH BIDDERS

Bidders submitting proposals may be afforded an opportunity by CSNT for discussion and revision of Proposal Revisions may be permitted after submission of Proposals and prior to award for the purpose of obtaining best and final offers.

CSNT may conduct negotiations with responsible Bidders who submit Proposals found to be reasonable and likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting

negotiations, CSNT will not discuss information derived from Proposals submitted by competing Bidders, except as and if law requires disclosure.

Section 4.03 MODIFICATIONS OF PROPOSALS

All Bidders will be afforded the opportunity to submit best and final Proposals if:

- a) Negotiations with any other Bidder result in a material alteration to the RFP and
- b) Such material alteration has a cost consequence that could alter the Bidders proposal quotation regarding rates for Goods or Services.

Section 4.04 EVALUATION OR PROPOSALS

Submission of a Proposal indicates the Bidder's acceptance of the evaluation process set forth in this RFP and the Bidder's acknowledgement that subjective judgments may be made by CSNT in regard to the evaluation process.

Section 4.05 AWARDS OF CONTRACT

Award of contract to the successful Bidder is not-exclusive. CSNT reserves the right to award multiple contracts to provide Goods and Services.

ARTICLE V. ALTERNATE DISPUTE RESOLUTION

Section 5.01 OFFICER TO OFFICER

Executive Director of CSNT and of the Bidder will arrange a prompt meeting, without legal representation, to make an honest effort to resolve the differences.

Section 5.02 MEDIATION

If the previous remedy does not resolve the dispute then the parties will enlist the services of a private mediator recognized by the courts of the State of Texas to resolve the differences. The parties may engage legal representation.

Section 5.03 ARBITRATION

If a resolution is still unable to be resolved then the matter will be handed over for arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Cost for Arbitration will be split 50/50 by CSNT and Bidder.

Section 5.04 APPEALS PROCESS

An appeal may occur when a Bidder believe they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

1. Appeals must be submitted in writing within ten (10) working days from the receipt of the letter of rejections to:
Chief Executive Officer
Community Services of Northeast Texas, Inc.
P.O. Box 427
Linden, Texas 75563
2. The Bidder must base the appeal upon why they, rather than the Bidder selected for the award, deserve the contract.
3. The Bidder shall submit relevant information and any additional documentation requested by CSNT's Chief Executive Officer to substantiate the basis for the Bidder's appeal.

4. Upon receipt of all requested documentation supporting the appeal, CSNT's Chief Executive Officer will assess the appeal.
5. Notification of the action taken by CSNT's Chief Executive Officer will be mailed to the Bidder.

ARTICLE VI. CONTRACT PROVISIONS

Section 6.01 TERMS

The following terms and conditions shall be a binding part of an executed contract.

Section 6.02 FINANCIAL OBLIGATIONS

Contractor shall establish, maintain, and utilize internal program management procedures to provide for the proper management of all activities under this contract. All work is performed on a reimbursement basis. No draws or advances shall be provided to this or subsequent Agreement. Contractor agrees to the following:

1. Prior to payment authorization, the Agency will conduct a final inspection and verify all installed materials and work quality.
2. Prior to requesting payment for the work performed, all subcontractors and suppliers that provided materials and/or labor for projects related to the payment request shall be paid by the Contractor.
3. Disbursement for the Work shall be made only for Work which has been completed and approved by the Agency.
4. The sole obligation of the Agency with regards to payment shall be limited to compensation of the work items specified in this agreement.
5. The Agency may authorize change orders to cover eligible improvements not included in the Work specification, but those change orders must be in writing and must be attached to this agreement.
6. Upon receipt of an itemized cost statement and invoice for payment, the Agency shall ensure that all work for which payment is requested has been completed in a satisfactory manner.
7. Once Agency determines all work has been completed in a satisfactory manner the request for payment will be processed.
8. Request for payment shall normally be processed within 30 days of receipt of invoice. Request for payment shall be sent to **Community Services of Northeast Texas, Inc.**
9. As a reminder, the Agency will not be liable for any additional fees or costs incurred by the contractor in the performance of this agreement, which have not been billed to the Agency
10. Contractor shall refund, within fifteen (15) days of Agency's request, any sum of money paid to Contractor which the Agency determines has resulted in an overpayment or has not been spent in accordance with the terms of this contract. Agency may offset or withhold any amount otherwise owed to Contractor under this contract against any amount owed by Contractor to the Agency arising under this or any other contract between the parties.

In the event CSNT is prevented from fulfilling the above payment due to a decrease in funding, it shall promptly notify Vendor/Contractor and negotiate a reimbursement schedule suitable to both Parties. If grant funding is suspended, terminated or should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the Contract, then the sole recourse of CSNT shall be to terminate any further services under the Contract and the Contract shall be null and void. Upon cancellation of the Contract, CSNT shall not be responsible for the payment of services rendered after the notice of cancellation.

Section 6.03 INVOICES AND PAYMENTS

1. Vendor/Contractor shall provide itemized invoices indication services provided, regular fee and its in-kind contribution. Agency will pay Vendor/Contractor within thirty (30) business days of receipt with appropriate documentation attached and all work and or supplied have been received and/or installed and inspected. Any invoice that cannot be verified by the Contract price and/or is otherwise incorrect will be returned to Vendor/Contractor for correction. Prior to and all payments made for services provided under this Contract, Vendor/Contractor shall provide its IRS Form W-9, Taxpayer Identification Number or social security number as applicable.
2. Invoices must include the Vendor's/Contractor's name, address, phone number, email address and contact person. Request for payment shall be addressed to the attention of:
Community Services of Northeast Texas, Inc.
Attn: Accounts Payable
P.O. Box 427
Linden, Texas 75563
Payments shall be made to Vendor/Contractor only for services provided to support the Contract purpose where such services are specifically authorized by this Contract. CSNT reserves the right to disallow payment for any service billed by Vendor/Contractor if CSNT believes that such service was not provided to support the Contract purpose or was not authorized by the Contract.

CSNT is exempt from local sales tax and federal tax. CSNT's tax exemption certificate will be furnished upon Vendor's/Contractor's request.

Section 6.04 WARRANTIES

The Contractor unconditionally warrants and guarantees for a period of one (1) year any and all Work performed or materials supplied to be free of defects, omissions, or flaws. This warranty includes any condition that may impair or tend to impair the safe and normal use, functioning of the contracted items and which results in any manner from any and all labor and/or materials used or supplied under this Agreement. The Contractor agrees to the following:

1. The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any material, appliances, fixtures or devices by their manufactures, or any components for which a longer period of warranty is required in the Agreement.
2. The one (1) year period shall commence on the date of the completion of the Final Inspection.
3. The Contractor shall repair or replace, free of cost or charges to the Agency, any defects that arise out of defective workmanship or materials which appear within the warranty period, whether or not the materials or equipment are guaranteed by the manufacturer or supplier.
4. The Contractor shall furnish the client and the Agency with all manufactures' and suppliers' written guarantees, warranties and operating instructions covering materials and equipment furnished under the Agreement together with any documentation required for validation.
5. In the event that the Contractor is notified of a defect that has risen during the warranty period, the Contractor shall begin to correct the defect as soon as possible without additional compensation.
6. Contractor shall, within 5 working days *from* the date of notification, correct any valid discrepancies or exceptions identified by the Agency, the client and/or its funding sources. Contractor shall be charged \$25.00 for each day and every calendar day the discrepancy or warranty work remains not addressed.

Section 6.05 TERMS AND CONDITIONS

The Contractor agrees to the following terms and conditions of this contract:

1. The contractor may not subcontract or delegate all or part of this agreement without prior approval from the Agency.
2. The Contractor is not eligible for any Agency benefits and will not be a participant in any of the Agency's IRS qualified benefit plans. The Agency will not provide CONTRACTOR any health, medical, or pension benefits under this Agreement.
3. The Contractor shall not commit any act, or make any statement, which would be deleterious to the reputation and good will of the Agency or entities affiliated with the Agency.
4. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision.

Section 6.06 NO WAIVER

No right or remedy given to Agency by this contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Agency to exercise any right or remedy on any occasion shall not constitute a waiver of Agency's right to exercise that or any other right or remedy at a later time.

Section 6.07 TERMINATIONS AND SUSPENSION

- A. Agency may terminate this contract, in whole or in part, at any time Agency determines that there is cause for termination. The Agency may terminate the Contractor's engagement without written notice including but not limited to the following circumstances:
- 1) If Contractor neglects to execute the Work properly, in a timely manner, refuses or neglects to supply proper or sufficient materials or workmen, or fails to perform any provision of the Agreement,
 - 2) If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of insolvency,
 - 3) If Contractor fails to make prompt payment to any Subcontractor and supplier for material or labor,
 - 4) If Contractor commits continual violation of public laws or ordinances.
- B. Nothing in this Section shall be construed to limit Agency's authority to withhold payment and immediately suspend Contractor's performance of this contract if Agency identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by Agency to terminate this contract.
- B. Agency shall not be liable for any costs incurred by Contractor after termination or during suspension of this contract. Notwithstanding the termination or suspension of this contract, Contractor shall not be relieved of any liability for damages due to Agency by virtue of any breach of this contract by Contractor. Agency may withhold any payment otherwise due to Contractor until such time as the exact amount of damages owed to Agency by Contractor is determined and paid.

Section 6.08 In-Kind

Vendor may provide matching in-kind goods and/or services during the Contract period, at Vendor's discretion. This is strictly a voluntary donation. Donations, if any, will not be considered in the awarding of this RFP.

Section 6.09 Insurance

1. **Vendor/Contractor** shall at all times during the term of this Contract, maintain insurance coverage with not less than the type of requirements shown below. Such insurance is to be provided at the sole cost of Vendor/Contractor. These requirements do not establish limits of Vendor's/Contractor's liability.
2. All policies of insurance shall waive all rights of subrogation against CSNT, its officers, employees and agents. Upon request, certified copies of original insurance policies shall be furnished to CSNT. CSNT reserves the right to require additional insurance should it is necessary.
3. With the exception of the Worker's Compensation Policy, CSNT shall be an additional named insured on all policies.
4. Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or cancelled unless thirty (30) days prior written notice of modification or cancellation is given to an authorized representative of CSNT. In the event **Vendor/Contractor** receives notice of modification or cancellation of any of the policies required under this Contract, then prior to the effective date of the modification or cancellation of the policy. Vendor/Contractor shall obtain a policy of insurance affording the required insurance from an insurance carrier acceptable to CSNT. If **Vendor/Contractor** fails to obtain such an insurance policy, CSNT may immediately terminate the Contract without further notice to Vendor/Contractor.
5. **Vendor/Contractor** shall provide a Certificate of Insurance evidencing such coverage.
 - a. **Worker's Compensation.** Worker's compensation covering all individuals who provide services pursuant to the Contract at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Worker's Compensation for the State of Texas.
 - b. **Commercial General Liability.** Commercial General Liability in the combined single limit of not less than five hundred thousand dollars (\$500,000.00)
 - c. **Bodily Injury Liability.** All sums that the company shall become legally obligated to pay as damages because of any time resulting there from sustained by any person other than its employees and caused by occurrence. Each occurrence is \$500,000.00.
 - d. **Property Damage Liability.** All sums which the company shall pay as damages because the injury to or destruction of property, caused by occurrence. Each occurrence is \$1,000,000.00; aggregate of \$2,000,000.00
 - e. **Automobile Liability.** Comprehensive Automobile liability Insurance covering all automotive units used in the work with limits of not less than \$100,000.00 each person and \$300,000.00 each accident as to bodily injury or death, and \$100,000.00 as to property damage.
 - f. **Employer's Legal liability.** Employer's legal liability in amounts of not less than five hundred thousand dollars (\$500,000.00) per accident, five hundred thousand dollars (\$500,000.00) for disease (policy limit) and five hundred thousand (\$500,000.00) for disease (per person).

Section 6.10 Indemnification

1. Each party shall to the extent allowed by law, indemnify, hold harmless and defend the other Party, its officers, director's, employees, agents and the Texas Department of Housing and Community Affairs (TDHCA) from and against any and all liability for injury, disallowed cost, damages, claims, losses, and

expenses, including attorney's fees and cost of suit caused by any act of omission of either Party. Its employees, volunteers, agents or program participants or anyone for whose acts any of them may be liable, any subcontractor or anyone directly or indirectly employed by them or anyone for whose act any of them may be liable regardless of whether such acts or omissions are caused by the party indemnified hereunder.

2. No provision, term or condition in the contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the contractor in accordance with the requirements set forth in the contract.

Section 6.11 Access to Record and Retention

1. CSNT, the awarding agencies, the U.S. Comptroller general, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
2. Vendor shall maintain records generated and rendered pursuant under this Contract for a period of at least three (3) years following the end of the Contract term.

Section 6.12 Contract Violations and Penalties

In the event of an established Contract violation, CSNT will notify in writing of the action to be taken, based on the nature of the violation. CSNT had the option of establishing a corrective action plan. The corrective action plan will be negotiated with Vendor on an individual basis, depending on the nature of the Contract violation. Further violation of the corrective action plan may be grounds for suspension or termination of the Contract.

Section 6.13 Termination

1. CSNT reserves the right to terminate the Contract for default if Vendor breaches any of the terms therein, including warranties of Vendor or if Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not lieu of any other remedies CSNT may have in law or equity. Default may be construed as, but not limited to, failure to deliver the services within the proper amount of time, and/or to properly perform any and all services required to CSNT's satisfaction and/or to meet all other obligations and requirements.
2. If, for any reason, CSNT shall fail to fulfill in a timely manner its obligation under the Contract, or Vendor violates any of the covenant, agreements, or stipulations of this Contract, CSNT shall thereupon have the right to terminate the Contract by giving written notice to Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, report or any other material prepared by the Vendor under this contract shall, at the option of CSNT, become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Section 6.14 Debarment and Suspension

Vendor certifies that it is not on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension".

Section 6.15 Byrd Anti Lobbying Amendment

Vendor certifies that it will not and has not used Federal Appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or award covered by 31 U.S.C. 1352.

Section 6.16 Davis Bacon and Related Acts

Contractor shall comply with the requirements of all-applicable laws and regulations, including but not limited to the following:

1. **Davis Bacon Act (DBA)** – requires that each contract over \$2000, “to which the Federal Government is a party, for construction shall contain a provision for the minimum prevailing wages be paid: to all laborers and mechanics employed at the site of work and includes fringe benefits payments for specific trades DBA requires weekly payments to workers.
 - a. Contractor must obtain and maintain all subcontractor-certified payrolls; ensure accuracy and compliance with labor laws including attachment of required support documentation; and make available upon demand by authorized State and Federal authorities. Payroll. (Compliance Required with Davis-Bacon Act, Contractor must submit weekly payroll documents WH-347 with Statement of Compliance.) See Davis Bacon Packet included with contract for compliance regulations.
2. **Contract Work Hours and Safety Standards Act** – CWHSSA establishes requirements for payment of over-time and penalties for violations. Penalties are referred to as liquidated damages. Liquidated damages liability equals \$10 per day per worker per event (day), and requires that over-time pay restitution be paid to worker who is underpaid. CWHSSA also establishes safety standards compliance.
3. **Copeland (Anti-Kickback Act)** – establishes laws to prohibit the payment of “kickback” to work on federally assisted projects, enforces weekly payment and sets forth rules concerning allowable and disallowed employee deductions. Copeland Act also provides basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.
4. **Federal Labor Standards Act** – FLSA establishes laws for minimum wages paid to workers and laws associated with the employment of minor. FLSA prohibits wage discrimination based on gender and governs the rules for independent contractors. FLSA enforces overtime payment mandates at 1.5 the basic wage rate for nonexempt employees that exceed 40 hours in a workweek. The Department of Labor governs enforcement jurisdiction of FLSA rules.
5. **Worker's compensation Act.**
 - a. Texas doesn't require most private employers to carry workers' compensation insurance. However, private employers who contract with governmental entities are required to provide workers' compensation coverage for each employee working on the public project. Contractors must require their sub-contractors and independent contractors to carry workers' compensation insurance.

If this agreement exceeds One Hundred Thousand Dollars (\$100,000), Contractor shall comply with:

1. Section 306 of the Clean Air Act (42 USC 1857 h)

2. Section 508 of the Clean Water Act (33 USC 1368);
3. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants or loans, and 4. Environmental Protection Agency regulations (40 CFR, Part 15)

Section 6.17 Governing Law and Venue

1. The Parties shall comply with all applicable federal, state and local laws and regulations. This contract and the rights and obligations of the Parties hereto shall be governed by, and constructed solely under and in accordance with the laws of the State of Texas.
2. Any alterations, additions or deletions to the terms of the contract which are required by changes in federal law and regulations or state statutes and regulations are automatically incorporated into the contract and shall become effective on the date designated by such law or regulation.
3. The Parties agree that venue for any judicial proceeding under this Contract shall be in the State of Texas and that exclusive venue shall be in Cass County, Texas. If a judicial proceeding is brought in the United State District Court then said lawsuit shall be brought exclusively in the United States District Court of Eastern District of Texas.

Section 6.18 INDEPENDENT CONTRACTOR

It is agreed that Agency is contracting with Contractor as an independent contractor. Contractor agrees to indemnify and hold harmless Agency against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by Contractor under this contract.

Section 6.19 CONFLICT OF INTEREST/NEPOTISM

- A. The Contractor must comply with the Agency's No Discrimination/No Harassment Policy.
- B. Contractor represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this contract and that no person having such interest shall be employed by Contractor or appointed as a member of Contractor's governing body.
- C. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Section 6.20 SECTARIAN ACTIVITY

Contractor shall ensure that no funds under this contract are used either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction.

Section 6.21 POLITICAL ACTIVITY AND LOBBYING PROHIBITED

1. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee

or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

2. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.
3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions.
4. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

Section 6.22 PREVENTION OF FRAUD AND ABUSE

1. Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Agency.
2. Contractor shall give Agency complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the program under which the funds for said project are paid. Contractor shall fully cooperate with Agency's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor shall immediately notify the Agency of any identified instances of waste, fraud, or abuse.
3. Agency will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.
4. Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Agency or to any appropriate law enforcement authority, if the report is made in good faith.

Section 6.23 CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein any other change in the terms of this contract shall be by amendment in writing and signed by both parties.

Section 6.24 RECORD KEEPING REQUIREMENTS

The Contractor shall give Federal/State funding agencies, CSNT or their designee access to and the right to reproduce all records pertaining to performance under this Agreement.

Section 6.25 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

Section 6.26 DRUG AND ALCOHOL FREE WORKPLACE

As a representative of the Agency, the Contractor must abide by the Agency's zero tolerance of drug and alcohol use, while representing the Agency. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

Contractor certifies it will provide a drug free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences or non-compliance.
- Providing each employee with a written copy of the Contractor's Drug Free Policy.
- Notifying the employee in the Contractor's Policy statement that as a condition of employment under the Contract employee shall notify the Contractor in writing within five (5) days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying CSNT within ten days of the Contractor's receipt of notice of the conviction of an employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Contractor's drug free workplace policy.

Section 6.27 LITIGATION AND CLAIMS

Contractor shall give Agency immediate written notice of any claim or action filed with a court or administrative agency against Contractor and arising out of the performance of this contract or any subcontract hereunder. Contractor shall furnish to Agency copies of all pertinent papers received by Contractor with respect to such action or claim.

Section 6.26 PRIOR ORAL AND WRITTEN AGREEMENTS

All prior oral or written agreements between the parties hereto relating to the subject matter of this contract have been reduced to writing and are contained herein.

Section 6.27 SEVERABILITY

If any portion of this contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

Section 6.28 LEGAL AUTHORITY

1. Contractor represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.
2. The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

Section 6.29 ADDITIONAL TERMS

The Agency or the Department shall have the right to suspend or terminate the contract if there is a dispute as the legal authority of either the Subcontractor or the person signing the contract to enter into the contract or to render performances thereunder. Should such suspension or termination occur, the Subcontractor is liable to the Agency for any money it has received for performance of provisions of the contract.

Contractor shall hold harmless and indemnify the Agency and the Department from and against any and all claims, demands and course of action asserted by any third party arising out of or in connection with the services to be performed under contract;

Department employees, Agency employees, or their officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or potential Contractors.

Contractor and the Agency are prohibited from taking any action that could be considered fraud, waste, or abuse, and are bound by this instrument to report any such instances.

The Agency has established, maintained, and utilized internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in all Department funded programs and to provide for the proper and effective management of all program and fiscal activities funded by this contract. The Agency's internal control systems and all transactions and other significant events are clearly documented and the documentation is available for review by Department.

The Agency gives the Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the program and fully cooperates with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. The Agency immediately notifies the Department of any identified instances of waste, fraud, or abuse.

Neither the Agency, the Department, nor the Contractor may discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and or regulation; and any other alterations, additions, or deletions to the terms of the contract shall be amended hereto in writing and executed by both parties to the contract.

By: _____
Signature

Typed or printed name

Title

Date

INTENT TO BID FORM

Community Services of Northeast Texas, Inc. (CSNT) invites all prospective bidders to submit proposals on CSNT projects. It is required that bidders, mail, fax, or email this form to CSNT Chief Executive Officer at least one week prior to the proposal due-date. This information is sought for several purposes:

- It enables CSNT to advise prospective bidders if there are substantive changes to the RFP (e.g., due date extensions, clarification of work statement requirements, etc.).
- Enables CSNT to monitor receipt of promised proposals as the due date arrives.
- Permits CSNT to ascertain the level of interest in individual projects; allowing for better allocation of CSNT resources for the subsequent proposal reviews.

NOTE: Submission of this form is not a mandatory required; proposals will be accepted even if this information is not provided. Additionally, if the information is provided, the prospective bidder is not subsequently obligated to submit a proposal.

TO: CSNT
Michelle Morehead, Chief Executive Officer
P.O. Box 427
Linden, Texas 75563
Fax: 903-756-5556
Email: michelle.morehead@csntexas.org

I intend to bid on the project indicated below:

Project Number: **091-10-25**

Project Title: **Appraisals**

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____