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Director



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Proud Partner of  
**United  
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Big Spring, TX

## Greater Opportunities of The Permian Basin Inc. *Head Start & Early Head Start School Readiness Academy*

P.O. Box 3922  
Odessa, Texas 79760  
(432) 337-1352

### Invitation to Bid and General Conditions Dry, Refrigerated, and Frozen Food Items Bid, 2025-2026

Dear Bidders,

The Nutrition Manager for Greater Opportunities of the Permian Basin (GOPB) Head Start School Readiness Academy will receive sealed bids for Food Items until 10:00 a.m., Tuesday, June 10<sup>th</sup>, 2025 at which time they will be opened and tabulated in the Administrative conference room located at 206 W. 5<sup>th</sup> Street, Odessa, Texas 79761.

All bids must be submitted on the attached bid form(s). Bids received at the Administrative office after the above date and time, whether mailed or delivered in person, will not be considered. GOPB is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers. Bidder is to mark on the outside of the sealed bid envelope e.g., "Dry, Refrigerated, & Frozen Food Items Bid, 2025-2026, Tuesday, June 10<sup>th</sup> 2025 10:00 am."

Nutrition labels must be included for all food items. All food items will be evaluated for nutrition prior to award. Awards will be based on nutrition, price, and student acceptability.

Mail or deliver all bids to:

Deborah Cernoch, Health and Nutrition Manager  
GOPB, Inc., Head Start School Readiness Academy  
206 W. 5<sup>th</sup> Street  
Odessa, TX 79761  
432-337-1352 Ext. 211  
432-333-3373 (fax)

Bidders will be notified of awards by email by August 8<sup>th</sup> 2025, except for items noted otherwise.

The Executive Director, authorized by the Board of Directors of GOPB, Inc., reserves the right to accept or reject any or all proposals or to waive any irregularities or informalities in any proposal received, or to make awards as they may appear to be advantageous to the agency.

Your proposal will be appreciated.

Sincerely,

*Deborah Cernoch*

Deborah Cernoch,  
Health & Nutrition Manager  
GOPB, Inc., Head Start

*Catriva Webbs*

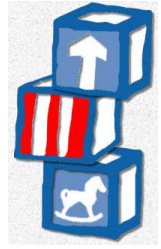
Catriva Webbs,  
Executive Director  
GOPB, Inc., Head Start



# Greater Opportunities of The Permian Basin Inc.

## Head Start & Early Head Start School Readiness Academy

P.O. Box 3922  
Odessa, Texas 79760  
Office (432) 337-1352  
Fax (432) 333-3373



### A. SOLICITATION

Greater Opportunities of the Permian Basin Inc., Head Start School Readiness Academy (GOPB, Inc.) 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 GOPB Head Start centers serving Ector, Howard, Reeves, and Ward counties. Administrative offices for GOPB, Inc., are located at 206 W. 5<sup>th</sup> Street, Odessa, Texas 79761.

### B. BID INSTRUCTIONS

1. This procurement shall be conducted in accordance with the procurement standards of 45 CFR part 75.
2. A copy of your proposal shall be submitted to:  
Greater Opportunities of the Permian Basin, Inc.  
Head Start School Readiness Academy  
206 W. 5<sup>th</sup> Street  
Odessa, TX 79761  
Attn: Deborah Cernoch, Health/ Nutrition Manager

For questions regarding delivery of IFB packet or completed bid contact:  
Deborah Cernoch, Health & Nutrition Services Manager  
[deborah.cernoch@gopb.org](mailto:deborah.cernoch@gopb.org)  
432-337-1352 Ext. 211

3. 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: LeeAnn Unruh at [leeann.unruh@gopb.org](mailto:leeann.unruh@gopb.org). Questions submitted to any other mailbox, voicemail or email address will not be considered for response. **The deadline to submit questions is Tuesday, June 2<sup>nd</sup>, 2025 by Noon.** 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 GOPB, Inc.
4. Bids must be submitted on the Bid Forms supplied in this IFB. All **hand delivered** proposals will be accepted in a sealed envelope and clearly marked in the lower left corner: **e.g.** "Dry, Refrigerated, & Frozen Food Items Bid, 2025-2026; Tuesday, July 10<sup>th</sup>, 2025 10:00 am." 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.
5. **All proposals must be received by 10:00 a.m. on Tuesday, June 10<sup>th</sup>, 2025.** 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 GOPB, Inc. at the above address and by the above stated time and date.

6. Please clearly identify any proprietary information that you do not want disclosed during the selection process.
7. 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. GOPB will not be liable for any errors in the bid.
8. The Executive Director, authorized on behalf of the GOPB Board of Directors reserves 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 Executive Director also reserves 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.
9. The IFB requirements are intended to obtain full and accurate representation of a Bidder's responsiveness and responsibility that will enable GOPB, Inc. to evaluate bids and award a contract. GOPB, Inc., in its sole discretion, will determine all matters of responsiveness and responsibility. All responses to this IFB shall be subject to verification by GOPB, Inc. 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.
10. GOPB reserves the right to request clarification or additional information from any Bidder.
11. GOPB reserves the right to negotiate with any and all Bidders at its sole discretion.
12. GOPB, at its discretion, may invite certain Bidders to participate in an oral interview/presentation.
13. A Bidder may withdraw its bid at any time prior to the date that bids are due.

### **C. SCOPE OF SERVICES**

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 at time and dates of 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 or 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 Nutrition Services Manager 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 GOPB Head Start centers according to the schedule as specified in **ATTACHMENT B-GOPB Head Start Site Delivery Schedule**. Alternate shipment dates must be approved by the GOPB Health/Nutrition Manager, Deborah Cernoch.
14. Please refer to the GOPB Program calendar located at [www.gopb.net](http://www.gopb.net) or contact the GOPB Administration 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 7:30 a.m. and 10:30 a.m. Monday thru Friday only. (See ATTACHMENT B).** No exceptions will be made. Call for change to delivery appointment at least 24 business hours in advance.
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. The agency is exempt from Federal Excise Tax, State Tax, and Local Tax. Do not include tax in bid. Tax exemption certificates will be furnished upon request.
22. Electronic responses to this bid request must be submitted on the included bid forms in this IFB. Receipt confirmation for electronic responses will be postmarked on or before opening date and time, and must be received in the GOPB Administration office within twenty-four (24) hours of the opening date and time.
23. Bid prices must be firm for thirty (30) 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 Health/Nutrition Manager 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-including Execution of Offer Form, Felony Conviction Notification Form, Certification Regarding Debarment Form, Section C-includes 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 GOPB, Inc.
31. Bonds or any other type of guarantee will not be required as part of this solicitation.
32. 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.
33. 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.
34. The assigned point of contact for this solicitation is Deborah Cernoch, Health/Nutrition Manager. All correspondence will be handled via e-mail at [deborah.cernoch@gopb.org](mailto:deborah.cernoch@gopb.org).
35. The fiscal year for GOPB begins September 1st and ends August 31st. This solicitation, any resulting contract(s) shall terminate absolutely without further obligation on the part of GOPB at the end of the fiscal year in which this solicitation was issued.
36. At the discretion of GOPB, Inc., this contract award may be extended for up to three (3) additional one-year periods. The cost for the option periods will be agreed on by GOPB, Inc., and the Offeror.
37. Adjustments to prices may also be allowed with each new contract year if option to renew is offered.
38. Bid prices will be considered firm through August 31 of each contract year unless otherwise indicated on the bid with an escalation/de-escalation amount. A description of the measurement device (i.e., index, etc.) and the "trigger" to cause the escalation/de-escalation must be submitted at time of price adjustments.
39. If an item is linked to an independent wholesale index, the index must be named and the frequency of the adjustment must be indicated.
40. No adjustments to prices will be allowed without the written consent of the Nutrition Manager or Executive Director at any time during the bid period. Contractor(s) that adjust prices without prior written consent of the agency will be required to issue credits for each affected Site delivery until proper notice and consent is provided.
41. Bidders that are not set up as an approved vendor with GOPB may be required to complete a new vendor application if awarded any items. If, during that process, it is determined that the awarded vendor will not be approved for any reason, it will result in a nullification of their bid. If this occurs, the agency will award the bid to the responsible and responsive vendor with the next lowest cost.
42. Invoices must contain location and match the items that were delivered as verified by the nutrition personnel. E-mail is the preferred method to receive invoices. Mail and fax are additional allowable methods but may slow down the payment process.
43. 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.
44. 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.

45. GOPB 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. GOPB shall determine the reasonable value of items to be added or deleted based on its specific needs.

**D. 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, 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.

**E. BID PREFERENCES**

1. GOPB, Inc. accepts, to the extent practicable and economically feasible, products and services dimensioned in the metric system of measurement.
2. GOPB, Inc. prefers, to the extent practicable and economically feasible, products and services that conserve natural resources and protect the environment and are energy efficient.
3. GOPB, Inc. 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.

**F. 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        |

2. Total points will be calculated from each committee member, 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](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](mailto: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.**

**INITIAL**

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 GOPB, Inc. 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.
  
7. 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 GOPB, Inc.
  
8. By initial hereon, Bidder affirms that it has not received compensation for participation in the preparation of the specifications for this IFB.
  
9. 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.
  
10. 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.
  
11. 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.

## **FELONY CONVICTION NOTIFICATION**

Offeror must give advance notice to the Agency 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. GOPB may terminate any agreement if it is determined that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This requirement of advance notice does not apply to a publicly held corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Signature of Offeror: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Offeror: \_\_\_\_\_

Company Name: \_\_\_\_\_ Tel#: \_\_\_\_\_

**Place a check mark in the statement that best describes your firm:**

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- B. My firm is not owned or operated by anyone who has been convicted of a felony.
- C. My firm is owned or operated by the following individual(s) who has / have been convicted of felony:

Name of Felon(s) \_\_\_\_\_

\_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative

## **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:
  - A. 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;
  - B. 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
  - C. 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:
  - A. 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
  - B. 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.**

### **Certification Regarding Lobbying**

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 any agency, a Member of Construction, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract and the extension, continuation, renewal, amendment, or modification of any Federal contract.
  
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 office or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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 sub-awards at all tiers (including subcontracts) and that all sub-recipients 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.

**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 GOPB, the vendor certifies that during the term of an award for all contracts by GOPB 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 GOPB 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 GOPB 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 GOPB, the vendor certifies that during the term of an award for all contracts by GOPB 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 funds are expended by GOPB for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR 200.333 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 2 CFR 200.336**

Vendor agrees that the Inspector General of the District 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 government organizations equal to GOPB, Inc., 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.

|                        |                |
|------------------------|----------------|
| 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: _____     |

## **BID PROTEST PROCEDURE 34 TAC 67.201 TEXAS ADMINISTRATIVE CODE PROCEDURES GOVERNING BID PROTESTS**

- A. A vendor who is aggrieved by the solicitation, evaluation, or award of a contract by GOPB Nutrition Department, hereinafter referred to as the Protesting Party, may file a formal protest with the GOPB Nutrition Manager. Such protests must be in writing and received in the GOPB Nutrition Director's office within 10 calendar days after the Protesting Party knows, or reasonably should have known, of the occurrence of the action that is protested. Formal protests must conform to the requirements of this subsection, subsection (c) and, when applicable, subsection (d) of this section, and shall be resolved in accordance with the procedure set forth in subsections (f), (g) and (h) of this section. Copies of the protest must be mailed or delivered by the Protesting Party to GOPB Nutrition Department and other Interested Parties. For the purposes of this section, "Interested Parties" means all vendors who have submitted bids or proposals for the applicable contract. The protest must be mailed or delivered to Interested Parties contemporaneously with filing the protest with GOPB Nutrition Director.
- B. In the event of a timely protest or appeal under this section, GOPB Nutrition Department shall not proceed further with the solicitation or with the award of the contract unless the GOPB Executive Director makes a written determination that the award of the contract or implementation of the contract without delay are necessary to protect the best interests of GOPB Nutrition Department.
- C. A formal protest must be sworn and, under the penalties of perjury, contain:
- (1) a specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;
  - (2) a specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (1) of this subsection;
  - (3) a precise statement of the relevant facts;
  - (4) an identification of the issue or issues to be resolved; and
  - (5) argument and authorities in support of the protest.
- D. If GOPB utilized the professional services of an actuary in connection with any recommendation to award the contract to a vendor, then this subsection shall apply. If GOPB determines that it may need to utilize the services of an actuary in its efforts to resolve the protest, the Protesting Party shall be required to post a bond in an amount no less than the estimated cost to GOPB for such actuarial services. The amount of the bond shall be determined by the GOPB. The Protesting Party shall post the bond within five calendar days of notice from GOPB that such bond is required or shall be deemed to have waived the right to protest.
- (1) If actuarial services are utilized by GOPB and the bid protest is not finally resolved in favor of the Protesting Party, the Protesting Party shall be required to forfeit its bond.
  - (2) If actuarial services are not utilized by GOPB and/or the bid protest is finally resolved in favor of the Protesting Party, the Protesting Party's bond shall be returned to the Protesting Party after final resolution of the bid protest.
- E. The GOPB Executive Director may confer with the GOPB Board of Directors in review of the protest.
- F. The GOPB Executive Director shall have the authority to settle and resolve the dispute concerning the solicitation or award of a contract, and may accept written responses to the protest from Interested Parties and GOPB staff.
- G. If the protest is not resolved by mutual agreement, the GOPB Executive Director will issue a written determination on the protest.
- (1) If the ECISD Executive Director determines that no violation of rules or statutes has occurred, he/she shall so inform the Protesting Party and Interested Parties by letter that sets forth the reasons for the determination.
  - (2) If the ECISD Executive Director determines that a violation of the rules or statutes has occurred in a case where a contract has not been awarded, he/she shall so inform the Protesting Party and Interested Parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

- H. The GOPB Executive Director's determination on a protest may be appealed by the Protesting Party to the GOPB Executive Board of Directors. An appeal of the ECISD Executive Director's determination must be in writing and must be received in the GOPB Administrative office no later than 10 calendar days after the date of the GOPB Executive Director determination. The appeal shall be limited to review of the GOPB Executive Director determination. Copies of the appeal must be mailed or delivered by the Protesting Party to GOPB Executive Board of Directors and Interested Parties contemporaneously with filing the appeal to the GOPB Executive Board of Directors.
- I. The GOPB Executive Board of Directors may confer with GOPB General Counsel and/or in their review of the matter appealed.
- J. A decision issued in writing by the GOPB Executive Board of Directors shall be the final administrative action of GOPB Nutrition Department, and no further appeal shall be permitted.

## IFB ATTACHMENT B

### GOPB Head Start Sites- Delivery Schedule

We will need delivery scheduled for nine (9) centers with deliveries scheduled between the hours of 7:30 a.m. and 10:30 a.m. The locations for the deliveries will be as follows:

#### **Arbor Terrace Head Start**

1101 South Fitch St.  
Odessa, TX, 79761  
Phone: 432-335-0539  
Delivery dates: Monday-Friday with one delivery per week

#### **T.L. Booth Head Start**

6921 West University  
Odessa, TX, 79764  
Phone: 432-381-0108  
Delivery dates: Monday and Wednesday with two deliveries per week

#### **Chaffin Head Start**

1000 South Grant  
Odessa, TX, 79761  
Phone: 432-337-4414  
Delivery dates: Monday and Wednesday with two deliveries per week

#### **Carter Early Head Start**

2445 East 11<sup>th</sup>  
Odessa, TX, 79761  
Phone: 432-332-8588 / 432-332-8738  
Delivery date: Monday-Friday with one delivery per week

#### **Hollingsworth Head Start & Early Head Start**

900 South Grant  
Odessa, TX, 79761  
Phone: 432-334-0456  
Delivery date: Monday-Friday with one delivery per week

#### **Whitiker Head Start**

865 Central  
Odessa, TX, 79761  
432-335-9335  
Delivery dates: Monday and Wednesday with two deliveries per week

#### **Bauer Head Start & Early Head Start**

108 Northwest 9<sup>th</sup> street  
Big Spring, TX, 79720  
Phone: 432-267-7452  
Delivery date: Monday with one delivery per week

#### **Monahans Head Start**

804 South Dwight  
Monahans, TX, 79756  
Phone: 432-943-2454  
Delivery date: Monday-Friday with 1 delivery per week

#### **Ayres/Love Head Start & Early Head Start**

1001 E. 10<sup>th</sup> Street  
Pecos, TX, 79772  
Phone: 432-445-4036  
Delivery dates: Monday and Wednesday with two deliveries per week