



**Houston Gateway Academy, Inc.  
Charter School**

**REQUEST FOR PROPOSALS  
FOR  
KITCHEN EQUIPMENT**

**July 31, 2015**

## LEGAL NOTICE

Notice is hereby given that Houston Gateway Academy, Inc. intends to solicit proposals for KITHCEN EQUIPMENT. All interested parties may attend a Pre-proposal conference and Facility Tour on August 14, 2015 at 7310 Bowie ST Houston TX.

No offer of intent should be construed from this legal notice that Houston Gateway Academy, Inc. intends to enter into a contract with any party for vended food service unless, in the sole opinion of the School, it is in the School's best interest to do so.

All costs involved in submitting alternatives to the Houston Gateway Academy, Inc. current food service program shall be borne in full by the interested party and should be included in a total price for each piece of equipment. A copy of the Request for Proposal can be obtained by contacting:

Contact Name: Claudia Rodriguez  
Title: CN Director  
Houston Gateway Academy, Inc.  
7310 Bowie St Houston Gateway Academy, Inc.  
Houston TX, 77012  
832-649-2700  
Email address: rodriguezcc@hgaschools.org

Additional information required to adequately respond to this **Request for Proposal** may be obtained by contacting the above named person.

Houston Gateway Academy, Inc. reserves the right to accept any proposal which it deems most favorable to the interest of the School and to reject any or all proposals or any portion of any proposal submitted which, is not in the best interest of the School.

Houston Gateway Academy, Inc.  
By: Richard Garza  
Title: CEO

Publication Dates: August 6, 2015 - August 10, 2015 /Houston Chronicle

## KITCHEN EQUIPMENT

**PROPOSALS DUE:** AUGUST 31, 2015 at 5:00 P.M.

### **INSTRUCTIONS TO VENDORS**

1. At any time prior to the specified time and date set for proposal opening, a Vendor (**Note:** or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the form provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than **5:00 P.M on AUGUST 31, 2015** and shall be addressed to:

Contact Name: Shaun Garibaldi  
Title: Marketing Manager  
Houston Gateway Academy, Inc.  
7310 Bowie St  
Houston TX 77012  
832-649-2700 Ext 3103

**Please submit two (2) copies of the proposal.**

Additional information required to adequately respond to this **Request for Proposal** may be obtained by contacting the above named person.

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards shall be made with reasonable promptness to the Vendor whose proposal in accordance with the Weighted Criteria Evaluation Worksheet best conforms to the invitation and shall be the most advantageous to Houston Gateway Academy, Inc. Award may be made to other than the low price proposal.

10. The Houston Gateway Academy, Inc. Board of Trustees, notwithstanding any other provision of the Request for Proposal (including all attached documents), expressly reserves the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a **Request for Proposal**.
  
11. A proposal, in response to a **Request for Proposal**, is an offer to contract with Houston Gateway Academy, Inc. based upon the terms, conditions, and specifications of this proposal.
  
12. Each Vendor shall guarantee to the School that the proposal submitted and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
  
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST Houston Gateway Academy, Inc. , AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

**REQUEST FOR PROPOSAL  
SIGNATURE PAGE**

**Proposals shall be received until 5:00 P.M on August 31, 2015** for Kitchen Equipment for Houston Gateway Academy, Inc. with delivery and installation completed no later than September 20, 2015.

**Sealed proposals**, subject to all the conditions and specifications attached hereto, shall be received in the office of Houston Gateway Academy, Inc. and shall be marked on the envelope ***“Proposal for Kitchen Equipment”***.

In accepting proposals, Houston Gateway Academy, Inc. reserves the right to reject any and all proposals in order to take the action which it deems to be in the best interest of the School.

Additional information required to adequately respond to this **Request for Proposal** may be obtained from the School business office:

Contact Name Claudia Rodriguez  
Title: CN Director  
Houston Gateway Academy, Inc.  
7310 Bowie St.  
Houston TX 77012  
832-649-2700 EXT 3205

Contract entered into on a basis of submitted proposals are revocable if contrary to law.

The General Conditions, Specifications and Exhibits hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposals are requested.

**Note: Failure to sign will disqualify bid.**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **GENERAL CONDITIONS & SPECIFICATIONS**

### **A. Qualifications for Vendor**

Each Vendor must submit for consideration such records of work and further evidence as may be required by the Board of Trustees regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each Vendor along with the sealed proposal and shall include the information and format as follows:

1. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
2. The Vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State and federal laws and regulations pertaining to operations in a public school setting. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
3. The Vendor must comply with all state, county, and city code and health requirements.
4. The Vendor should be presently providing retail/commercial sales, installation and service of Kitchen Equipment.
5. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Weighted Criteria Evaluation Worksheet.
6. Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract or after award of the contract.

### **B. Quality and Durable Equipment**

The School is seeking a Vendor who is capable of providing sales, installation and service for all the equipment listed turnkey.

A general list of equipment is listed below with no specific manufacture identified. Specifications are general and are only meant to provide a reference point for the requested proposal. Vendors may provide similar and like equipment with optional features that enhance the value and performance of the equipment described.

The Description of the Kitchen Equipment for the Purposes of this RFP:

- 1) Walk-In Cooler - Exterior Housing, 220 volt, single phase, Single Door Access from Exterior and one interior pass through door into main serving area. Site Visit Required at 3400 Evergreen Dr., Houston, TX. Installation and setup to be included in pricing. Weather rated units only due to location of unit.

- 2) Stationary Serving Line – 120V or 208/230V, 60 Hz, single phase or natural gas, Five Well, glass front protector, tray slide and mounted on casters.
- 3) Beverage/Milk Cooler – 120V single phase, Single Access with lock, (12) 13"x13" crate capacity, Swivel casters with front brakes.
- 4) Refrigerator/Cooler – 120V single phase, 60 Hz, Reach in Three Section, interior lighting, adjustable shelves, locking doors, rubber swivel casters.
- 5) Walk-In Cooler - Exterior Housing, 220 volt, single phase, Single Door Access from Exterior and one interior pass through door into main serving area. Site Visit Required 7310 Bowie St., Houston, TX. Installation and setup to be included in pricing. Weather rated units only due to location of unit.

The Vendor shall submit:

- A. A detailed cost sheet reflecting base price, cost of options or upgrades, and installation cost.
- B. A cut sheet on all equipment with options or upgrades identified
- C. Explanation of installation for each piece of equipment which includes options or upgrades.

**C. Scope of Work**

1. Vendor will provide all equipment as new and unused, unless otherwise approved by Houston Gateway Academy, Inc. in writing with the option of reject all or part of the equipment
2. The Vendor shall provide national recognized brands with easily accessible parts for service and repairs.
3. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. All equipment will be staged, delivered and stored at the cost of the vendor until such time that Houston Gateway Academy, Inc. accepts it.
5. All equipment and installation:
  - a. Will be constructed to meet national, state and local codes
  - b. Be installed in a manner to meets all national, state, local codes
  - c. Must be signed off upon arrival prior to installation, after installation, after startup and upon final payment to confirm operating parameters.
6. The Vendor shall be responsible for the equipment and connections during installation, startup and prior to final approval by Houston Gateway Academy, Inc. Equipment shall be in proper working order to meet all warranty and extended maintenance needs.

**D. Equipment and Facilities Maintenance and Sanitation**

1. The School shall maintain the premises, equipment, and facilities where the Kitchen Equipment is located, and shall adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program. The School shall maintain State and/or local health certification for its premises.
2. The Vendor shall maintain the premises, equipment, and facilities where the Kitchen Equipment is being staged and installed , and shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the food service program.
3. The Vendor shall be responsible for training all Houston Gateway Academy, Inc. staff on the operation, cleanup and maintenance of all Kitchen Equipment. Vendor must provide in writing a list of Houston Gateway Employees who have received training prior to final payment being processed.
4. The Vendor shall be responsible for removal of trash and garbage resulting from the delivery, staging, installation and training of all Kitchen Equipment.
5. The Vendor shall be responsible for the maintenance and miscellaneous expenses of all Kitchen Equipment after delivery, during installation and prior to final payment.
6. The Vendor shall monitor all Vendor employees to guarantees compliance with all federal, state, local and district laws, rules and regulations at all times.

**E. Utilities**

1. The School shall provide water, gas, and electric service in School facilities for the installation of all Kitchen Equipment. Connection devices are not the responsibility of the School.
2. Any charges from the Vendor for water, gas, and electric or any other charges for utilities must be included in the turnkey cost of Kitchen Equipment which also includes connection devices.

**F. Utility Connections**

1. The School shall be responsible for providing approved utility access for all equipment to be connected.
2. All connection locations will be no greater than ten feet from proposed equipment locations unless otherwise approved in writing by both parties prior to delivery.
3. Vendor is responsible for verifying all utility connections prior to delivery of equipment. Failure to do so will result in Vendor correcting any and all deficiencies at its own cost.
4. The Vendor shall maintain such records and shall provide a copy of such records prior to delivery and with final payment.



5. The Vendor shall grant access to the School or any other authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
6. Upon receipt of the complete final invoice for payment provided by the Vendor, the School shall compile all information required to complete and process for payment as previously provided by Vendor. Any missing or incorrect information may cause delay in final payment.

**G. Contract**

By reading and accepting this pre-qualification outline, the interested party acknowledges that Houston Gateway Academy, Inc. has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

1. The Vendor may make recommendations to School regarding the selection of Kitchen Equipment; but School shall retain control over such aspects of equipment selection and shall have the right to make the final decisions regarding such matters.
2. The Vendor shall have total responsibility to ensure compliance with the regulations set forth by all Federal, State and Local agencies. In addition, all purchases under the contract must meet all state and local regulations.
3. The Vendor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d).
4. The Vendor shall comply with all applicable environmental rules and regulations in accordance with 7 C.F.R. 3016.37(i)(12).
5. The Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 7 C.F.R. § 3016.36(b)(3)(iv); Tex Loc Gov't Code 171.
6. The Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 7 C.F.R. § 3016.36(b)(4)).
7. Term. The term of the contract shall be net 30 days, with up to fifty percent (50%) at signing.
8. Termination
  - a. Either party may terminate the Contract with or without cause by providing notice to the other party 5 days prior to termination.
  - b. In the event of a default of a breach of the Contract entered into pursuant to this proposal by either School or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have five days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.

- c. Events of default include, but are not limited to, the failure of the Vendor to provide delivery of Kitchen Equipment, the failure of the Vendor to provide turnkey installation, the failure of the Vendor to demonstrate a successful startup, the failure of School to make payment for services under this Contract, the failure of either party to abide by the terms of the Contract or any applicable Federal or State laws.

9. Payment

- a. No payment shall be made for Kitchen Equipment not received as new, unless otherwise agreed to in writing, do not meet the specifications identified by the School, or do not otherwise meet the requirements of the agreement, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless School shall give the Vendor written notification of the deficiency, specifying the equipment for which School intends to deduct payment and setting forth the reasons for the deduction. School shall provide such notice not later than three (3) business days after the date the Kitchen Equipment was delivered, installed or approved for final payment.
- b. If any invoices presented for payment that are not paid within the number of days specified in the contract, the charges from the invoice may be subject to a late fee, the terms must be outlined in the contract. Any late fees must be paid from the General Fund. The contract must state that no food service account funds shall be used for payment of interest or late fees. Interest charged to the School by a Vendor for late payment of invoices cannot exceed one percent of the balances of the invoice due, per month, as stipulated by state law.
- c. Under Federal law, the School may not consider proposals that include as a form of payment or compensation to the Vendor in which the expenses of the food services accrue to the Vendor, in which the payment is based on a cost plus a percentage of cost basis, or in which the payment is based on cost plus a percentage of income.

- 10. The contract shall be kept on file in accordance with the State of Texas record retention requirements for review by the Texas Department of Agriculture and other appropriate state and federal agencies.
- 11. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue shall lie in a court of competent jurisdiction located in Harris County, Texas.
- 12. If any provision of the Contract becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.

**H. Pre-Proposal Conference and Facility Tour**

In order to submit a proposal, an interested party should attend the Pre-proposal Conference and Facility Tour on August 14, 2015 9:00 A.M.

During the Conference information and materials pertaining to Houston Gateway Academy, Inc. food service operations shall be distributed to enable each Vendor to prepare a proposal. Also, there shall be an opportunity for Vendors to ask questions relating to the food service department.

Any questions not addressed at this meeting will need to be put in written form and submitted to the School. Written responses shall be distributed to all Vendors.

Pre-Proposal Conference and Facility Tour Timetable:

9:00 am Meeting at Administrative Office for dissemination of information and answering of questions regarding the program.

11:00am Tour of School facilities.

## PROPOSAL SPECIFICATIONS

Vendor shall provide Kitchen Equipment in accordance with this Request for Proposal of Houston Gateway Academy, Inc. including all present schools, plus any schools or campuses to be added during the course of the contract.

### A. Purpose

The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program to enable Houston Gateway Academy, Inc. to determine which Vendor is best able to meet the criteria of the School. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of Kitchen Equipment Sales, Installation and Service. Included shall be the following:

1. Name and address of the vending company.
2. Documentation of licensure to do business in the State of Texas.
3. Documentation of incorporation.
4. The duration and extent of experience in the Kitchen Equipment Sales, Installation and Service.
5. A complete list of Texas public schools and locations where the Vendor is currently providing Kitchen Equipment Sales, Installation and Service. Provide 3 public/charter schools as references including, name and address, description of service, and Contact Name and telephone number of a contact person for each School.
6. List Texas school districts/charter schools where the Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.
7. Certificate of Liability Insurance must be provided in accordance with specifications of the School. (Note: The School will determine whether the types and amounts of insurance coverage are acceptable.)
8. A sample copy of the contract form to be used is enclosed.
9. Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
10. All statements submitted by the Vendor are required to be complete and accurate.
11. Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.

### B. Quality and Durable Equipment

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4. All equipment will be staged, delivered and stored at the cost of the vendor until such time that Houston Gateway Academy, Inc. accepts it.
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  - A. Will be constructed to meet national, state and local codes
  - B. Be installed in a manner to meets all national, state, local codes
  - C. Must be signed off upon arrival prior to installation, after installation, after startup and upon final payment to confirm operating parameters.

6. The Vendor shall be responsible for the equipment and connections during installation, startup and prior to final approval by Houston Gateway Academy, Inc. Equipment shall be in proper working order to meet all warranty and extended maintenance needs.

**E. Evaluation of Proposals**

1. The School reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the School. The School will evaluate all proposals according to the below criteria.
2. The School reserves the right to approve the selection of any of the Vendor’s employees assigned to work in the School.
3. The School shall retain responsibility for determining student meal prices.

<b>Mandatory Criteria</b>		
1. Must be properly incorporated or licensed to do business in the State of Texas		
2. Must be capable of sales, installation and service on a contract basis		
3. Must not have a record of substandard work		
4. Must submit a proposal meeting all of the requirements of the <b>Request for Proposal</b> .		
<b>Criteria</b>	<b>Maximum Score</b>	<b>Vendor Score</b>
1. Cost	30	
2. Equipment Specifications	30	
3. Equipment Option and/or Upgrades	10	
4. Service Capability	10	
5. Experience and References	10	
6. Submission of all required forms <ul style="list-style-type: none"> <li>• Business License</li> <li>• Specification Sheet</li> <li>• Certificate of Liability Insurance</li> <li>• Attached Exhibits A-C</li> <li>• Additional Services provided with Contract Purchase, Installation and Service</li> </ul>	10	
Total	100	

**EXHIBIT A**  
**U. S. DEPARTMENT OF AGRICULTURE**  
**Certification Regarding Debarment, Suspension, Ineligibility, and**  
**Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **EXHIBIT A: Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ANTI-COLLUSION AFFIDAVIT

STATE OF )

COUNTY OF )

\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My commission expires \_\_\_\_\_

**EXHIBIT C**  
**Certification Regarding Lobbying**

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Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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

- (1) No Federal appropriated funds have been paid or shall 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 Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Houston Gateway Academy, Inc.** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or shall 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, an employee of a Member of Congress, or any Board Member, officer, or employee of **Houston Gateway Academy, Inc.** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date



## **Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or shall be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.  
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or shall be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.  
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.