

Heritage Academy Charter Schools, Inc.
DBA
Heritage Academy

REQUEST FOR PROPOSALS

FOR

Vended Meals

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior credible activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

USDA is an equal opportunity provider, employer, and lender.

LEGAL NOTICE

Notice is hereby given that **Heritage Academy** intends to examine methods to provide meals to students.

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

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

Mailing address: Heritage Academy
c/o **Robert Davison**
P.O. Box 292730
Lewisville, TX, 75029
972-316-3663

Heritage Academy Charter School reserves the right to accept any proposal which it deems most favorable to the interest of the charter school and to reject any or all proposals or any portion of any proposal submitted which is not in the best interest of the charter school.

Heritage Academy Charter School

By: **Robert Davison**

Title: **CEO**

Publication Dates: **June 9, 2021 & June 16, 2021; www.heritageacademy.net**

VENDED MEAL SERVICES

PROPOSALS DUE: Wednesday, June 30, 2021 3:00 PM

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 forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to be submitted no later than **3 PM on Wednesday, June 30, 2021** and shall be addressed to:

Mailing address: **Heritage Academy**
 c/o Robert Davison, CEO
 P.O. Box 292730
 Lewisville, TX 75029

Please submit two (2) copies of the proposal.

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. Sealed proposals will be opened 3:30 PM on Monday, June 30, 2021, at the home office of Heritage Academy, 1301 Waters Ridge Dr., Lewisville, Tx 75057. 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(s) whose proposal(s) in accordance with the Weighted Criteria Evaluation Worksheet that best conforms to the invitation and will be the most advantageous to **Heritage Academy Charter School**. Award(s) may be made to vendors based on criteria other than the lowest price proposal.
10. The **Heritage Academy** Charter School Board of Trustees, notwithstanding any other provision of this ***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 **Heritage Academy Charter School** based upon the terms, conditions, and specifications of this proposal.

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Due date for all proposals is 3 PM on Wednesday, June 30, 2021, for supplying **Heritage Academy Charter School** with vended meal services during the school year of 2021-2022, with options for renewal of the contract not to exceed three additional years, 2022-2023; 2023-2024; 2024-2025

Sealed proposals, subject to all the conditions and specifications attached hereto, must be received in the office of **Heritage Academy**. Proposal envelopes must be marked "***Proposal for Vended Meals***".

In accepting proposals, **Heritage Academy Charter School** 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 charter school.

Additional information required to adequately respond to this ***Request for Proposal*** may be obtained from the **Child Nutrition Department of Heritage Academy** at emailing **rdavison@heritageacademy.net**.

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

See attached specifications.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposal as requested. (**Note:** Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

GENERAL CONDITIONS

- I. Qualifications of 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:
- A. Vendor must be incorporated or licensed to do business in the State of Texas.
 - B. The interested party should be familiar with the State and Federal regulations pertaining to operations in a public/charter school setting.
 - C. The vendor should be presently operating a comparable, successful school lunch and breakfast program in a public school/charter setting.
 - D. The vendor must comply with all state, county and city health and sanitation requirements.
 - E. The vendor must comply with USDA regulations requiring a HACCP Food Safety Plan.
 - F. 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.
 - G. Regarding USDA Donated Foods (Commodities): All contracts must contain provisions that:
 - 1. Reaffirm the **Heritage Academy Charter School** option to receive USDA donated foods and make them available to the Vended Meal Company including processed donated foods only if those donated foods accrue to the benefit of the charter school nonprofit school food service and are utilized within;
 - 2. Prohibit the **Vended Meal Company** from entering into subcontracts for further processing of USDA donated foods on behalf of the charter school;
 - 3. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;

4. Address ordering procedures, proper utilization, storage practices and inventory control;
 5. Specify the method and frequency by which the charter school will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the charter school;
 6. Specify that the **Vended Meal Company** accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
 7. Require that the **Vended Meal Company** maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
 8. Retain the right to assert claims against other persons to whom USDA donated foods are delivered for care, handling, or distribution and to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.
- H. Representatives from **The Charter School** reserve the right to inspect the vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.
- I. Extent of Food Services Required: A reimbursable lunch and/or a reimbursable breakfast and/or a reimbursable snack **served/delivered** in accordance with U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since **Heritage Academy Charter School** participates in the National School Lunch and Breakfast Program, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of the charter school that such items **will** be included in menus to the greatest extent possible. Occasionally, special food services are requested for functions at other than the regular lunch periods. Interested vendors should include in the proposal provision for accommodating such special requests.
1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the following meal pattern:
 - a. Traditional Food Based Menu Planning; Menu planning system for breakfast will be PreK-12 and lunch PreK-5, 6-8 and 9-12.

b. **Vended Meal Company** shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

c. **Vended Meal Company** shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority for a fluid milk substitute identifying the medical or other special dietary needs that restrict the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority revokes such request in writing, or **Heritage Academy** changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions.

d. **Vended Meal Company** shall provide 2 flavored fat-free options and 1 unflavored 1% option of fluid milk.

2. The **Charter School** will be responsible for distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
3. Reimbursable meals will be transported by the **Vended Meal Company** in accordance with state and local sanitation and temperature requirements and delivered to the **Charter School** sites stipulated on the Campus Listing (Exhibit D). The reimbursable meals will be:
 - a. Prepared in bulk to be plated and served by the **Vended Meal Company** as each student moves down the serving line;
 - b. Prepared and prepackaged individually for each student by the **Charter School** with eating utensils, napkins, and condiments included.
4. The **Vended Meal Company** shall provide local support staff by region.

- J. Equipment and Facilities Maintenance and Sanitation: Functions will be the responsibility of the **Vended Meal Company**.
1. **Vended Meal Company** must be able to supply all required meal equipment and essential kitchen supplies as determined by the Child Nutrition Director at each school under the Heritage Academy banner including additional equipment to meet the increase of average daily participation.
 2. The **Charter School** shall maintain the premises and facilities where meals are served, 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.
 3. The **Vended Meal Company** shall maintain the equipment, where meals are prepared, and shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matters related to the food service program.
 4. The **Charter School** will be responsible for the maintenance and expense of insect and pest control in all food service serving areas.
 5. The **Charter School** will be responsible for removal of trash and garbage resulting from the food service program in compliance with current scheduled waste disposal services provided by the charter school.
 6. **Vended Meal Company** will be responsible for installing and moving equipment that falls within the Heritage Academy district or within the individual campus.
- K. Utilities
1. The **Charter School** will provide water and electric service in the charter school facilities for the food service program.
 2. Any charges from the vendor for water and electric or any other charges for utilities must be included in the per-meal fee charged to the charter school.
- L. Preparation and Submission of School Lunch, Breakfast and After School Snack Program Claims:
1. The **Charter School** will compile all information required to complete

and process reimbursement claims for meals served.

2. The **Charter School** shall maintain the records required to substantiate free and reduced-price meals. The vendor shall adhere to the free and reduced-price policy requirements as established by USDA.

M. Food Production Records/Standardized Recipes/Offer vs. Serve

1. The **Vended Meal Company** will be responsible for providing a Food Production Record for all breakfast/lunch/after school snack meals on a daily basis which are in compliance with the state and USDA requirements.
2. The **Vended Meal Company** will be responsible for providing a standardized recipe for each menu item that includes the total yield, portion size, ingredients, identify critical control points and HACCP process, and all USDA required nutrient information.
3. The **Vended Meal Company** will credit items which are not taken by a student due to offer vs. serve on a daily basis during the contract period.

N. Contract

1. Vendor may make recommendations to the **Charter School** regarding the quality, extent and general nature of the food service operation and the prices to be charged for meals and other food; but the **Charter School** will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.
2. The contract will be a one-year contract with three one-year renewal options.
3. Either party may cancel for cause with a 30-day notification. (7 C.F.R. §210.16(d))
4. Contract Work Hours and Safety Standards Act (940 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor Regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided the worker's compensation rate is not less than one

and half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. The contract will 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.
6. The **Vended Meal Company** will have total responsibility to ensure compliance with the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture and the Texas Department of Agriculture. In addition, performance under the contract must meet all state and local regulations.
5. No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by the **Charter 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 the **Charter School** shall give the vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which the **Charter School** intends to deduct payment and setting forth the reasons for the deduction. **Charter School** shall provide such notice not later than **10** days after the date the meal was served. The vendor shall prepare and store at proper temperatures a sample meal for each meal served at the **Charter School** for the number of days chosen for the written notification period to serve as documentation of these criteria.
6. 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 **Charter 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.
7. In the event of a breach of the agreement, if any, entered into pursuant to this proposal by either the **Charter School** or vendor, the non-breaching party shall give the breaching party written notice

specifying the default, and the breaching party shall have thirty (30) 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 then terminate this agreement by giving the breaching party thirty (30) days written notice of its intention to terminate.

8. The term of the contract must coincide with the school calendar year. By reading and accepting this pre-qualification outline, the interested party acknowledges that **Heritage Academy Charter School** has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

SPECIFICATIONS

- I. Scope: Vendor shall provide meal services in accordance with this *Request for Proposal* of **Heritage Academy Charter School** including all present schools, plus any schools or campuses to be added during the course of the contract.
 - A. 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 **Heritage Academy Charter School** to determine which vendor is best able to meet the criteria of the charter school. Each interested vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and School Lunch, Breakfast and Snack Programs. 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 operation of school lunch breakfast and snack services or other federal programs.
 5. A complete list of Texas public schools and locations where the vendor is currently operating school lunch, breakfast and snack programs. Give name and address, length of service, and contact name and telephone number of a contact person for each district/charter school.
 6. List Texas school districts/charter schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.
 7. Shall furnish proof of Commercial General Liability Occurrence in an amount no less than \$1,000,000, including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.
 - A. \$1,000,000 each occurrence Limit Bodily Injury and Property Damage combined
 - B. \$500,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
 - C. \$300,000 Personal and Advertising Injury Limit
 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 **Charter School** shall be provided.

B. Vendor's Fees

The charge to the **Charter School** for the vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast, lunch and after school snacks. The per-meal fee will include all vendor costs incorporated into that fee. If fees are to increase during the three-year procurement period, then all fees for all years of the procurement period must be stated in the vendor's proposal to and contract with the **Charter School**. If fees are to be benchmarked against an index, such as the Consumer Price Index (CPI), the index and specific sub-index to be used must be stated in the vendor proposal and the contract.

- C. All contracts over \$150,000 require compliance with 42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

D. Buy American provision requirements

1. As per by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d)

2. The **Charter School** participates in the National School Lunch Program, School Breakfast Program and After School Snack Program and is required to use the nonprofit food service funds to the maximum extent practical to buy domestic commodities or products for Program Meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

3. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- I. Alternative substitute(s) that are domestic and meet the required specifications:
 - A. Price of the domestic food alternative substitute(s); and
 - B. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

- II. Reason for exception: limited/lack of availability or price (include price)
 - A. Price of the domestic food product; and
 - B. Price of the non-domestic product that meets the required specification of the domestic product.

- E. Evaluation of Proposals (see attached Evaluation Worksheet)
 - 1. The **Charter School** reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the **Charter School**. The **Charter School** will evaluate all proposals according to a set of criteria that is scored and then weighted as to importance in the overall evaluation process. The scoring process will involve two steps as described below:

Step 1: Each evaluation factor will be assigned a point value within the ranges specified. These point values are assigned to each criterion as a means of quantifying the relative strengths and weaknesses of the various proposals.

Step 2: Each scored criterion will be weighted according to the percentage value assigned to each criterion by the **Charter School**. These weights are assigned as a means of quantifying the relative importance of each criterion in the overall evaluation process.
 - 2. The **Charter School** reserves the right to approve the selection of any of the vendor's employees assigned to work in the **Charter School**.
 - 3. The **Charter School** shall retain responsibility for determining student meal prices.

SAMPLE EVALUATION WORKSHEET

The evaluation of proposals will be based on the following criteria and scored in the following manner:

I. Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposing vendor:

- A. Must be properly incorporated or licensed to do business in the State of Texas.
- B. Must be capable of managing food service operations on a contract basis.
- C. Must not have a record of substandard work.
- D. Must submit a proposal meeting all of the requirements of the ***Request for Proposal***.

II. Technical Criteria

This shall account for sixty percent (60%) of the total score. Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

- A. Technical experience of the Vendor:
 - 1. Vended Meal contract experience (*0 - 5 pts*).
 - 2. Vendor experience with local governments and other nonprofit entities (*0 - 15 pts*).
 - 3. Vendor ability to accurately calculate and complete food service production records and nutrient analysis (*0 - 10 pts*).
- B. Characteristics of the Vendor:
 - 1. Size and structure of the company (*0 - 5 pts*).
 - 2. Qualifications of key vendor personnel and supervisory, and other support personnel (*0 - 20 pts*).
 - 3. General direction and supervision to be exercised by vendor over employees to meet district/charter school needs (*0 - 10 pts*).

Total technical criteria points		_____
Weight assigned	x	_____60_____
Technical criteria score	=	_____

II. Non-technical Criteria:

This shall account for forty percent (40%) of the total score. Include a resume(s) of all key vendor personnel who will be involved in supervision of meal preparation and delivery.

A. Clear understanding of the work to be performed:

1. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein under Specifications (0 - 20 pts).
2. Compatibility of key program areas with the charter school overall mission statement and the charter school-wide goals and objectives. Key program areas that will be evaluated under these criteria include the following (0 - 20 pts):
 - a. Food production system.
 - b. Purchasing procedures.
 - c. Sanitation, HACCP, and safety programs.
 - d. Menu development rationale.
 - e. A la carte program.
 - f. Recordkeeping.
 - g. Marketing.
 - h. Nutrition education and awareness.
 - i. Food production records
 - j. Standardized Recipes to include Critical Control Points and HACCP processes

B. Overall financial projection, including fees (0 - 25 pts)

Total non-technical criteria points			_____
Weight assigned	x	.40	_____
Total non-technical criteria score	=		_____

Total combined score

Technical criteria score	_____
Non-technical score	_____
Total proposal score	_____

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 7 CFR Part 3017, Section 3017.510, Participant's 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)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being 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 of Authorized Representative

Title

Signature

Date

EXHIBIT A (Continued)

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 rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which their 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 which 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", "suspended", "ineligible", "lower tier 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 the 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 tier 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

EXHIBIT A (Continued)

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 check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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 five 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.

EXHIBIT B

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 or 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

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, And Contracts Exceeding \$100,000 in Federal funds.

Submission of this section 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 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 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 Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Heritage Academy]** Independent School District/Charter School 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 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, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Heritage Academy]** Independent School District/Charter School 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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

EXHIBIT C

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial offering
 - b. material change
- For Material Change Only:
Year _____ Quarter _____
Date of last report _____

4. Name and Address of Reporting Entity:

Prime Sub-awardee

Tier _____, if known:

Congressional District, if known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address of Prime

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:

\$ _____

10. a. Name and Address of Lobbying Entity
(If individual, last name, first name, MI):

b. Individuals Performing Services
(Incl. address if different from No. 10a) (last name, first name, MI):

(Attach continuation sheet(s) if necessary)

11. Amount of Payment (check all that apply):

\$ _____ Actual Planned

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply):

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officers(s), employee(s), or members(s) contacted for Payment Indicated in Item 11:

15. Continuation Sheets(s) attached: Yes No

(Attach continuation sheet(s) if necessary)

16. Information requested through this form is authorized by article 31 U.S.C section 1352.
This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction of:
Standard Form - LLL

EXHIBIT C

PROCUREMENT

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 1st tier. Sub-award include but are not limited to subcontracts, sub grants, 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 will 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 will 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.

Campus Listings**EXHIBIT D**

Campus Name	Address	Grade Levels Served	Breakfast ADP 2021-22	Type of Breakfast Service	Lunch ADP 2021-22	Type of Lunch Service	Servers Required
Heritage Academy	8750 Four Winds Drive Windcrest, TX 78239	PK-12	40	Pre-packaged	120	Pre-packaged	No
Heritage Academy	709 B King's Way Del Rio, TX 78840	PK-8	65	Pre-packaged	130	Pre-packaged	No