



## **Gulf Coast Community Services Association**

### **Request for Proposal: 2022: Armed Security Guard Services**

| <b>ACTIVITY</b>                                        | <b>TIME-LINE</b>                 |
|--------------------------------------------------------|----------------------------------|
| <b>Request for Proposal (RFP) Available to Bidders</b> | <b>October 17, 2022</b>          |
| <b>Questions Due Electronically</b>                    | <b>October 28, 2022</b>          |
| <b>Provide Responses to Questions Electronically</b>   | <b>November 4, 2022</b>          |
| <b>Deadline for Proposal Submission</b>                | <b>December 2, 2022</b>          |
| <b>Anticipated Award Date</b>                          | <b>December 2022 (Tentative)</b> |

**TABLE OF CONTENTS**

## Page

|                                                                    |    |
|--------------------------------------------------------------------|----|
| 1. Legal Classified Notice                                         | 3  |
| 2. Background of Gulf Coast Community Services Association (GCCSA) | 3  |
| 3. RFP Timeline                                                    | 3  |
| 4. Performance Period                                              | 4  |
| 5. Contact Information                                             | 4  |
| 6. RFP Submittal Requirements                                      | 4  |
| 7. Scope of Work/Technical Requirements                            | 4  |
| 8. Proposal Requirements                                           | 6  |
| 9. Proposal Evaluation and Selection                               | 8  |
| 10. Standard Terms and Conditions                                  | 9  |
| 11. Form I – Proposal Cover Statement                              | 18 |
| 12. Form II – Conflict of Interest                                 | 19 |
| 13. Form III – Drug-Free Workplace                                 | 20 |
| 14. Form IV – Notice of Intent to Bid                              | 21 |
| 15. Form V – Assumed Expenses and No Claim Acknowledgement         | 22 |
| 16. Form VI – Certification and Disclosure                         | 23 |
| 17. Form VII- Certification Regarding Debarment and Suspension     | 24 |
| 18. Form VIII – Certification Regarding Federal Lobbying           | 25 |
| 19. Form IX – References                                           | 26 |
| 20. Form X – Voluntary In-Kind                                     | 27 |

## 1. Legal Classified Notice

Gulf Coast Community Services Association, Inc. (GCCSA), a Community Action Agency, is soliciting proposals from qualified vendors to provide **Armed Security Guard Services**. The service provided will be for a one-year period with an option to renew for four additional one-year terms. Proposals will be available on-line on **October 17, 2022** and can be downloaded from the agency's website at [www.gccsa.org](http://www.gccsa.org). Proposal submission deadline is **December 2, 2022** at 5:00 p.m. This project is indirectly funded by the U.S. Department of Health and Human Services and the Texas Department of Housing and Community Affairs.

***GCCSA encourages Small Businesses, Minority-Owned Businesses and Women's Business Enterprises to apply.***

## 2. Background of Gulf Coast Community Services Association

Established in 1964, Gulf Coast Community Services Association, Inc. (GCCSA) is a private, nonprofit organization that engages partners and forges strategic alliances to educate, equip and empower individuals and families in their pursuit of economic independence. As Texas' largest Community Action Agency, GCCSA provides a diversity of programming and resources. GCCSA operates a high-quality Head Start and Early Head Start Program, Emergency Assistance (i.e., Rental/Mortgage, Utility and Transportation), Food Pantry, and a Community Learning Center that offers Vocational Training & Scholarship Opportunities and Adult Education & Literacy (i.e., GED, ABE, and Computer Literacy). During its rich 50-plus year history, GCCSA has been honored to provide services to hundreds of thousands of under-served and un-served individuals and families in the Houston– Harris County area.

## 3. RFP Timeline

Request for Proposal (RFP) Available to Vendors

**October 17, 2022**

Questions Due Electronically

**October 28, 2022**

Responses Provided to Questions Electronically

**November 4, 2022**

Deadline for Proposal Submission

**December 2, 2022, at 5:00 p.m.**

Anticipated Award Date

**December 2022**

**Questions/Reponses.** Please send all questions via email to [procurement@gccsa.org](mailto:procurement@gccsa.org) with the subject line: RFP Armed Security Guard Services Responses to submitted questions will be posted to [www.gccsa.org](http://www.gccsa.org) website by **November 4, 2022**. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

| Reference                | Vendor Question     |
|--------------------------|---------------------|
| RFP Section, Page Number | Vendor question...? |

The Agency will only respond to those questions that have been submitted in writing by the date and time noted above.

**Due Date: Proposals must be received by GCCSA no later than 5:00 p.m. on December 2, 2022.** Proposals received after the deadline will not be accepted. Vendors who submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Proposals should be sent electronically to: [procurement@gccsa.org](mailto:procurement@gccsa.org)

**Award Date.** GCCSA will tentatively announce the selected vendor in December **2022**. Bidders will receive written notice as to whether their proposal was accepted.

#### 4. Performance Period

GCCSA will negotiate a one-year contract with the successful bidder. GCCSA may renew contract for four additional one-year terms depending upon an annual review of performance and availability of funds.

#### 5. Contact Information

All communications regarding this RFP must be coordinated through the office of:

Ms. Becky Freeman,  
Procurement Specialist  
Gulf Coast Community Services Association  
9320 Kirby Drive  
Houston, TX 77054  
[procurement@gccsa.org](mailto:procurement@gccsa.org)

#### 6. RFP Submittal Requirements

- a. Proposals must be submitted electronically in a complete package containing all required supporting documentation.
- b. Proposals must be submitted via email. The subject of the email should be titled: **RFP for Armed Security Guard Services** and Date of Submission. Faxed or electronic submissions and postmarks are not acceptable.
- c. Each bidder must submit one (1) original proposal with original authorized official signature with attachments included. A **PDF copy** of the proposal should be emailed to [procurement@gccsa.org](mailto:procurement@gccsa.org) no later than 5:00PM CST on the due date of the proposal with attachments included.
- d. Pages should be numbered consecutively with each section identified as outlined under Proposal Requirements.
- e. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by GCCSA.

#### 7. Scope of Work/Technical Requirements

- a. Contractor is expected to furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provisions, terms and conditions set forth in this RFP. A minimum of five years of Security Guard Service experience is required. Bidders are to provide a summary of their firm's experience as well as the experience of the upper management and supervisory staff that will be providing services.
- b. Bidding firm and assigned personnel should possess all licenses and permits required by state and local laws. A copy of the following should be submitted with the proposal: Private Security Bureau's License/State of Texas.
- c. Bidder shall be responsible for the proper operation and security of its pagers, radios, cellular phones, and

chargers.

- d. Bidder shall provide uniforms to employees who are assigned to work on the contract at no expense to Gulf Coast Community Services Association. Uniforms should include winter jackets and rain wear. All uniforms should bear a patch identifying the name of the bidder. Bidder should also be able to provide communication equipment, i.e., pagers, 2-way radios and/or cellular phones, to employees who are assigned to work on the contract. Such equipment shall permit employees to communicate with the bidder's communication center at all times.
- e. Bidder shall certify that all personnel have successfully passed a criminal background check (at bidder's expense) prior to assignment. Gulf Coast Community Services Association (GCCSA) reserves the right to review the personal background and conduct further security clearances on the assigned personnel. In such cases, the bidder shall cooperate with GCCSA and furnish the name of persons who may be assigned for completing a more thorough detailed check. Such information may include:
  - Date of birth
  - Social Security Number
  - Texas Driver's License Number
  - Current Address
  - Any additional background information requested by GCCSA
- f. Prior to assignment at Gulf Coast Community Services Association, all prospective guards must pass a drug test administered at bidder's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine, and opiates.
- g. Assigned personnel shall possess, at a minimum, either a high school diploma or a General Equivalency Diploma (G.E.D.).
 

Assigned personnel should have prior experience in similar security work, be persons of mature judgment and be able to think and act quickly in an emergency. They must possess, at the time of assignment, current documentation indicating their registration with the State of Texas.
- h. All assigned personnel should be able to read, speak, understand, and write the English language. Specifically, assigned personnel shall be able to report emergencies to 911 or any applicable law enforcement agency and write clear and legible incident reports where necessary. Assigned personnel must be able to read and understand warning and danger signs of potential hazards and safety instructions. Fluency in a second language such as Spanish is considered a desirable asset.
- i. Bidder is required to maintain records that ensure that all assigned guards have received training, registrations, and permits as required by the State of Texas and local authorities. Additionally, bidder shall ensure that all guards timely renew their training, registrations, and permits as required by state and/or local authorities. GCCSA may inspect such documentation at any time upon request.
- j. Prior to assignment of guards, bidder's supervisory staff shall meet with GCCSA's facility team to review current security guard post duties and operating procedures. Bidder shall review these duties and procedures with assigned personnel prior to their assignment. On a quarterly basis, GCCSA may request to meet with supervisory personnel to review performance of assigned guards.
- k. Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform complete with bidder's name and all necessary communication equipment.

- l. Guard duties:

- Monitoring of personnel and authorized visitors in and outside of GCCSA's corporate facilities located at 9320 and 9330 Kirby Drive, Houston, Texas 77054
- Monitor badge and ID of personnel and authorized GCCSA visitors
- Make regular rounds of inspection to determine that fences, gates, doors, and windows are properly closed and/or locked or otherwise properly secured during and at the end of each scheduled shift
- Investigate unusual or suspicious conditions
- Prevent damage to or theft of GCCSA property
- Inspect parking areas
- Enforcing security regulations
- Interact in a professional manner with the public
- Assist clients with directions
- Be a visible presence in the reception area
- Responding to emergencies and/or alarms
- Notifying appropriate personnel when emergencies occur
- Reporting any dishonest or criminal act committed on GCCSA's premises by personnel or other persons
- Enforcing "No Smoking" guidelines
- Respond to requests by Operations Director
- Report any unsafe or dangerous conditions or circumstances to the Operations and/or Human Resources department

**Special Note #1:** At a minimum, the potential bidder's quote should cover the following current schedule requirement:

- Monday thru Thursday: 8 a.m. to 9 p.m.
- Available for special requests for some Saturday work as required will be requested and scheduled

**Special Note #2:** On occasion, GCCSA may require a patrol service for its corporate location (Kirby) or one of its other locations.

- m. Bidder and assigned personnel shall cooperate with law enforcement officers from the State of Texas, City of Houston, or Harris County.
- n. GCCSA reserves the right to make schedule changes upon forty-eight (48-hour) advance notice to bidder. Schedule changes shall not affect the billing rate agreed upon. Bidder shall provide additional personnel upon twenty-four (24) hour advance notice at contracted rate.

***\*Include all documentation that demonstrates your proficiency in what is requested above (Scope of Work/Technical Requirements).***

## **8. Proposal Requirements**

### **I. Proposal Cover Statement**

The Proposal Cover Statement (**Form #1**) with original signature of the authorized Representative must be attached to the original proposal and must precede the narrative. Copies of the form must also serve as the Proposal Cover Statement.

### **II. Table of Contents**

Include a Table of Contents.

### III. Organization’s Narrative

State your organization’s mission, vision and its overall operation including company structure, company location(s), and type of services provided, geographic information and years in operation. Provide a list of your Houston office locations. If office locations are not local, describe how your firm intends to provide responsive and quality services to GCCSA.

Give a brief history and description of your organization and the business in which you are engaged. (When was your organization founded? How long have you been in the current business? Who are your customers? How is your organization governed and managed?)

List any accreditation and/or affiliation your organization may have with local, state, or national oversight organizations.

Describe the experience of your staff in delivering your service, including their credentials.

Tell us anything else you would like us to know about your organization that is relevant to your proposal.  
(No more than two pages, maximum for the organizational narrative.)

### IV. Bidder’s Experience

Describe your company’s current or past experience in **Armed Security Guard Services**, including years in operation and experience. Identify the Project Manager and other key personnel who will be administering the contracted services. Provide three professional references. **(Form IX)**

### V. Cost/Fee Information

Detail the total costs and fees for providing the goods/services as well as training and technical assistance on the utilization of the service as outlined in the Scope of Work.

The Federal guidelines mandate that each Head Start program pay 20% of the total cost to operate the program. For example, the Federal Government pays 80 % of the funding and expects our program to account for the other 20 % through in-kind donations from citizens, local businesses, universities, social service agencies and other community agencies. **Please indicate in your response whether your firm is able to assist ours in achieving this goal. Donations are strictly voluntary and are not considered in the evaluation and awarding of this RFP (Form X).**

### VI. Forms/Attachments

Forms II – VIII and all other applicable attachments from the required documents list should be included under this section.

## 9. Required Documents

Proposals must include the following required documents signed by the authorized representative:

- a. Proposal Cover Statement (Form 1)
- b. Table of Contents
- c. Company Narrative
- d. Bidder’s Experience
- e. Bid Proposal with Pricing Information
- f. Disclosure of Potential Conflict of Interest (Form II)

- g. Certification Regarding a Drug-Free Workplace (Form III)
- h. Notice of Intent to Bid (Form IV)
- i. Assumed Expenses and No Claim Acknowledgement (Form V)
- j. Certification and Disclosure (Form VI)
- k. Certification Regarding Debarment and Suspension (Form VII)
- l. Certification Regarding Federal Lobbying (Form VIII)
- m. References (Form IX)
- n. Completed W-9
- o. Copies of company's state license
- p. Copies of proposed armed commissioned officer's licenses
- q. Certificate of Insurance
- r. Example of company's security guard Post Orders
- s. Example of company's security guard shift and/or incident reports
- t. Summary of a Texas DPS Armed Security Guards training, enforcement, and limitations as they apply to company's guards
- u. List of additional services company can provide
- Additional items, if available**
- v. Fiscal Attachments
- w. Company brochure
- x. Other Attachments\*

## 10. Proposal Evaluation and Selection

GCCSA will record the vendor's name and address in its log sheet. GCCSA will utilize a Selection Committee to review and evaluate all RFPs submitted. GCCSA will evaluate all proposals according to a set criterion that is scored and then weighted as to importance in the overall evaluation process. Proposals will be evaluated only on information submitted in the proposals. Awards shall be made to the bidder(s) whose bid or offer is responsive to the solicitation and is most advantageous to the recipient in terms of price, quality and other factors considered. Once vendor(s) is selected, GCCSA will initiate negotiations to enter into a contract. If negotiations are unsuccessful, GCCSA will begin negotiations with the next vendor. GCCSA has the right to accept or reject any or all proposals.

\*Include all documentation that demonstrates your proficiency in what is requested in the Scope of Work.

2022 RFP – Armed Security Guard Services 9

**STANDARD TERMS AND CONDITIONS**

**ARTICLE I: GENERAL PROVISIONS**

**Section 1.01 STATEMENT OF NON-COMMITMENT**

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

**Section 1.02 PERFORMANCE PERIOD**

Upon GCCSA's acceptance of a Bidder and the selected Bidder accepts GCCSA's terms, GCCSA shall execute a Services Agreement ("**Agreement**"). The agreement shall be effective for a primary term of one year ("**Performance Period**"). At the anniversary of the Performance Period, GCCSA, at its own discretion, may extend this Agreement for an additional four one- year terms.

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

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

**Section 1.04 SILENCE OF SPECIFICATIONS**

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

**Section 1.05 GOVERNING INTERPRETATION**

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

**Section 1.06 COMPLIANCE WITH PUBLIC BID REQUIREMENTS**

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

**Section 1.07 BINDING EFFECT OF PROPOSAL**

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

**Section 1.08 RIGHT TO MODIFY, RESCIND OR REVOKE PUBLIC BID**

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

**Section 1.09 DEBARMENT AND SUSPENSION**

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

## **ARTICLE II SOLICITATION INSTRUCTIONS**

### **Section 2.01 REPRODUCTION**

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

### **Section 2.02 BIDDER CONDUCT**

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

### **Section 2.03 PUBLIC DISCLOSURES**

No public disclosures or news releases pertaining to this Public Bid shall be made without prior written approval of GCCSA.

### **Section 2.04 USE AND DISCLOSURE OF INFORMATION**

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

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

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

### **Section 2.05 OWNERSHIP OF PROPOSALS**

All Proposals become the physical property of GCCSA upon receipt.

### **Section 2.06 BRAND NAME**

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

### **Section 2.07 PROPOSAL BOND REQUIREMENT**

No bond is required for this RFP.

### **Section 2.08 PERFORMANCE BOND REQUIREMENT**

No performance bond is required for this RFP.

## **Section 2.09 TAXES**

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

## **Section 2.10 GOVERNING LAW**

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

## **Section 2.11 PATENTS/COPYRIGHTS**

The Bidder agrees to protect GCCSA from claims involving infringement of patents or copyrights.

## **Section 2.12 OVERCHARGES**

The Bidder hereby assigns to GCCSA any and all claims for overcharges associated with any Agreement resulting from this Public Bid which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

## **Section 2.13 SUPPLEMENTAL MATERIALS**

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

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

## **Section 2.14 PRICING**

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

## **Section 2.15 QUANTITIES**

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

## **Section 2.16 INSPECTIONS**

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

## **Section 2.17 BIDDER PRESENTATIONS**

Bidders may be invited to GCCSA to present their goods and/or services. GCCSA will establish the format, time, date, and location for presentations.

## **ARTICLE III. TERMS AND CONDITIONS**

### **Section 3.01 PRICES**

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

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

### **Section 3.02 FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor is to begin work prior to receipt of a GCCSA Contract executed by GCCSA's CEO.

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

### **Section 3.03 PERSONNEL**

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

### **Section 3.04 SHIPPING**

F.O.B. destination; freight prepaid.

### **Section 3.05 ATTORNEY'S FEES**

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

## **ARTICLE IV. PROPOSAL EVALUATION PROCEDURES**

### **Section 4.01 BASIS OF AWARD**

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

### **Section 4.02 NEGOTIATION WITH BIDDERS**

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

GCCSA may conduct negotiations with responsible Bidders who submit Proposals found to be reasonable and likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, GCCSA will not disclose information derived from Proposals submitted by competing Bidders, except as and if law requires disclosure.

### **Section 4.03 MODIFICATION OF PROPOSALS**

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

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

### **Section 4.04 EVALUATION OF PROPOSALS**

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

#### **Section 4.05 AWARD OF CONTRACT(S)**

Award of contract to the successful bidder is non-exclusive. GCCSA reserves the right to award multiple contracts to provide goods and services

### **ARTICLE V. ALTERNATE DISPUTE RESOLUTION**

#### **Section 5.01 OFFICER TO OFFICER**

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

#### **Section 5.02 MEDIATION**

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

#### **Section 5.03 ARBITRATION**

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

#### **Section 5.04 APPEALS PROCESS**

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

1. Appeals must be submitted in writing within ten (10) working days from receipt of the letter of rejection to:  
  
Chief Executive Officer  
Gulf Coast Community Services Association  
9320 Kirby Drive  
Houston, Texas 77054
2. The Bidder must base the appeal upon why they, rather than the Bidder selected for the award, deserve the contract.
3. The Bidder shall submit relevant information and any additional documentation requested by GCCSA's Chief Executive Officer to substantiate the basis for the Bidder's appeal.
4. Upon receipt of all requested documentation supporting the appeal, GCCSA's Chief Executive Officer will assess the appeal.
5. Notification of the action taken by GCCSA's Chief Executive Officer will be mailed to the Bidder.

### **ARTICLE VI. CONTRACT PROVISIONS**

#### **Section 6.01 TERMS**

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

#### **Section 6.02 INVOICES AND PAYMENTS**

1. In consideration of the execution and timely performance of the services rendered and/or goods purchased which is herein outlined in the Scope of Work attached hereto as Exhibit A, Agency agrees to compensate **Vendor/Contractor** the amount negotiated between the Parties and herein incorporated in the Scope of Work. Any Contract entered into by **Vendor/Contractor** that is to be paid from grant funds shall be limited to payment from the grant funding.
2. Vendor/Contractor shall provide monthly, itemized invoices by the 10<sup>th</sup> of each month indicating the services provided, regular fee and its in-kind contribution. Agency will pay **Vendor/Contractor** within thirty (30) business days of receipt with appropriate documentation attached. Any invoice that cannot be verified by the Contract price and/or is otherwise incorrect will be returned to **Vendor/Contractor** for correction. Prior to any and all payments made for services provided under this Contract, **Vendor/Contractor** shall provide its IRS Form W-9, Taxpayer Identification Number, or social security number as applicable.
3. Invoices must include the Vendor's/Contractor's name, address, phone number, e-mail address and contact person. Request for payment shall be addressed to the attention of:

Gulf Coast Community Services Association  
Office of Audit, Financial and Human Resources  
Attn: Accounts Payable  
9320 Kirby Drive  
Houston, TX 77054  
or via e-mail to:  
billing@gccsa.org

4. Payments shall be made to Vendor/Contractor only for services provided to support the Contract purpose where such services are specifically authorized by this Contract. Agency reserves the right to disallow payment for any service billed by Vendor/Contractor if Agency believes that such service was not provided to support the Contract purpose or was not authorized by the Contract.
5. GCCSA is exempt from local sales tax and federal tax. GCCSA's tax exemption certificate will be furnished upon Vendor's/Contractor's request.
6. In the event GCCSA is prevented from fulfilling the above payment due to a decrease of funding, it shall promptly notify Vendor/Contractor and negotiate a reimbursement schedule suitable to both Parties. If grant funding is suspended, terminated, or should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the Contract, then the sole recourse of Agency shall be to terminate any further services under the Contract and the Contract shall be invalid. Upon cancellation of the Contract, GCCSA shall not be responsible for the payment of services rendered after the notice of cancellation.

### **Section 6.03 In-Kind**

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

### **Section 6.04 Insurance**

1. **Vendor/Contractor** shall, at all times during the term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of **Vendor/Contractor**. These requirements do not establish limits of **Vendor's/Contractor's** liability.
2. All policies of insurance shall waive all rights of subrogation against Agency, its officers, employees, and agents. Upon request, certified copies of original insurance policies shall be furnished to Agency. Agency reserves the right to require additional insurance should it be necessary.
3. With the exception of the Worker's compensation Policy, GCCSA shall be an additional named insured on all policies.
4. Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or cancelled unless thirty (30) days prior written notice of modification or cancellation is given to an authorized representative of GCCSA. In the event **Vendor/Contractor** receives notice of modification or cancellation of any of the policies required under this Contract, then, prior to the effective date of the modification or cancellation of the policy, **Vendor/Contractor** shall obtain

a policy of insurance affording the required insurance from an insurance carrier acceptable to GCCSA. If **Vendor/Contractor** fails to obtain such an insurance policy, GCCSA may immediately terminate the Contract without further notice to **Vendor/Contractor**.

5. **Vendor/Contractor** shall provide a Certificate of Insurance evidencing such coverage:

**a. Professional Liability.** Professional Liability covering employees and omissions. Minimum required for each occurrence is one million dollars (\$1,000,000.00).

**b. Worker's Compensation.** Worker's Compensation covering all individuals who provide services pursuant to the Contract at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Worker's Compensation for the State of Texas.

**c. Employer's Legal Liability.** Employer's legal Liability in amounts of not less than one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) for disease (policy limit) and one million (\$1,000,000.00) for disease (per person).

**d. Commercial General.** Commercial General Liability, including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, Property Damage and Completed Operations with combined limits of not less than one million dollars \$1,000,000.00 each occurrence and aggregate of two million dollars \$2,000,000.

**e. Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00).

#### **Section 6.05 Indemnification**

1. Each Party shall to the extent allowed by law, indemnify, hold harmless and defend the other Party, its officers, directors, employees, agents and the Texas Department of Housing and Community Affairs (TDHCA) from and against any and all liability for injury, disallowed cost, damages, claims, losses, and expenses, including attorneys fees and cost of suit caused by any act or omission of either Party, its employees, volunteers, agents or program participants or anyone for whose acts any of them may be liable, any subcontractor or anyone directly or indirectly employed by them or anyone for whose act any of them may be liable regardless of whether such acts or omissions are caused by the party indemnified hereunder.

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

#### **Section 6.06 Access to Records and Retention**

1. GCCSA, the awarding agencies, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Vendor shall maintain records generated and rendered pursuant under this Contract for a period of at least three (3) years following the end of the Contract term.

#### **Section 6.07 Conflict of Interest**

It is the responsibility of Vendor to comply with applicable laws, rules, regulations, ordinances, and other legal requirements regarding conflict of interest and nepotism. In that regard, Vendor is required to have in place and at all times follow policies to ensure such compliance to avoid prohibitive conflict of interest or the appearance thereof, in an actual or suspected conflict of interest or the appearance thereof occurs or is alleged, Vendor shall promptly identify same, review the matter with its legal counsel, and advise Agency (i) what, factually occurred, (ii) was there any violation of legal requirements or policy, and (iii) if there was a violation what will be the corrective action to address that matter and prevent any recurrences.

#### **Section 6.08 Reporting of Fraud, Waste and Abuse**

1. Vendor shall fully cooperate with Agency's efforts to detect, investigate, and prevent waste, fraud, and abuse. Vendor shall immediately notify Agency of any identified instances of waste, fraud, abuse, or other serious deficiencies.

2. Vendor may not discriminate against any of its employees or other persons who reports a violation of the terms of this contract or of any law or regulation to Agency or to any appropriate law enforcement authority, if the report is made in good faith.

#### **Section 6.09 Political Activity Prohibited**

Funds provided under this contract shall not be used for influencing the outcome of any election, the passage or defeat of any legislative matter, or used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government.

#### **Section 6.10 Contract Violations and Penalties**

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

#### **Section 6.11 Termination**

1. Agency reserves the right to terminate the Contract for default if Vendor breaches any of the terms therein, including warranties of Vendor or if Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Agency may have in law or equity. Default may be construed as, but not limited to, failure to deliver the services within the proper amount of time, and/or to properly perform any and all services required to the Agency's satisfaction and/or to meet all other obligations and requirements.

2. If, for any reason, Vendor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or Vendor violates any of the covenants, agreements or stipulations of this Contract, GCCSA shall thereupon have the right to terminate the Contract by giving written notice to Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or any other material prepared by the Vendor under this Contract shall, at the option of GCCSA, become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to GCCSA.

#### **Section 6.12 Debarment and Suspensions.**

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

#### **Section 6.13 Equal Employment Opportunity.**

The Parties agree to comply with E.O. 11246, "Equal Employment Opportunity, "as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as amended by regulations at CFR part 60, "Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor."

#### **Section 6.14 Byrd Anti-Lobbying Amendment.**

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

#### **Section 6.15 Clean Air Act.**

The Parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Section 6.16 Copeland “Anti-Kickback” Act.**

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Finance in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Section 6.17 Governing Law and Venue**

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

FORM I

**PROPOSAL COVER STATEMENT**

COMPANY NAME \_\_\_\_\_

COMPANY STREET ADDRESS \_\_\_\_\_

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

PHONE NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY STATUS: (Please circle) CORPORATION      PARTNERSHIP      INDIVIDUAL

PAYEE IDENTIFICATION NUMBER \_\_\_\_\_

PROPOSAL SERVICES: Armed Security Guard Services

COMPANY'S PRIOR YEAR NET OPERATING BUDGET: \$ \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_

It is agreed by the undersigned Supplier that the signed delivery of this Proposal represents the Supplier's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal Contract with GCCSA.

Failure to sign this Proposal Cover Statement, or signing it with a false statement, shall void the submitted Proposal or any resulting Contracts, and the Supplier shall be removed from all Proposal lists.

By the signature below, the signatory for the Supplier certifies that neither he/she, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation, partnership or institution submitting a Proposal committed any other act of collusion related to the development and submission of the Proposal.

By signing this offer, Supplier certifies that if a Texas address is shown as the address of the Supplier, Supplier qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.8.

Please mark one of the "Yes" or "No" responses below by circling the correct response.

|                                             |                                          |     |    |                                          |     |    |                                             |     |    |
|---------------------------------------------|------------------------------------------|-----|----|------------------------------------------|-----|----|---------------------------------------------|-----|----|
| COMPANY<br>CLASSIFICATIONS:<br>CERT.<br>NO. | <b>Women</b>                             | Yes | No | <b>Minority</b>                          | Yes | No | <b>Historically</b>                         | Yes | No |
|                                             | <b>Business<br/>Enterprise<br/>(WBE)</b> |     |    | <b>Business<br/>Enterprise<br/>(MBE)</b> |     |    | <b>Underutilized<br/>Business<br/>(HUB)</b> |     |    |

[The above table is for information and statistical use only.]

**This form must accompany the proposal package when submitted.**

\_\_\_\_\_  
Authorized Representative Signature\_\_\_\_\_  
Authorized Representative Title\_\_\_\_\_  
Date

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

If any of the following have a financial or other substantive interest\*\* with Gulf Coast Community Services Association an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- yourself
- immediate family\*.
- your partner; or
- any organization in which any of the aforementioned have a material financial or other substantive interest.

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with Gulf Coast Community Services Association.

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Name of Organization

---

Signature of Authorized Representative

---

Title of Authorized Representative

---

Printed Name of Authorized Representative

---

Date

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

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

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

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

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

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

- 1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance.**
- 2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Supplier's policy of maintaining a drug-free workplace, the availability of counseling rehabilitation, and employee assistance programs.**
- 3. Providing each employee with a written copy of the Supplier's Drug-Free policy.**
- 4. Notifying the employees in the Supplier's Policy statement that as a condition of employment under the Contract employee shall notify the Supplier in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace.**
- 5. Notifying GCCSA within ten (10) business days of the Supplier's receipt of notice of the conviction of an employee; and,**
- 6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Supplier's drug-free workplace policy.**

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Name of Organization

---

Signature of Authorized Representative

---

Title of Authorized Representative

---

Printed Name of Authorized Representative

---

Date

**NOTICE OF INTENT TO BID**

**Name of RFP: 2022-Armed Security Guard Services**

Dear Prospective Supplier:

Please return this form via fax (866-393-0753) to the Procurement Coordinator.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Street Address (if different)

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**ASSUMED EXPENSES AND NO CLAIM ACKNOWLEDGEMENT**

By participation in the bid process, bidder assumes all expenses incurred. If not selected, bidder shall have no claim against GCCSA, its officers, board members, employees, and agents as a result in this bid process.

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION AND DISCLOSURE****Certification and Disclosure Statement**

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

**If an individual**

Have you been convicted of a felony?

YES or No

OR

**If a business entity**

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

YES or NO

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

YES or NO

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**FORM VII**

**Certification Regarding Debarment, Suspension, Ineligibility,  
and Voluntary Exclusion for Covered Contracts**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(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.

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Signature of Contractor Representative

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Date

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Printed/Typed Name of  
Contractor Representative

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Printed/Typed Title of  
Contractor Representative

**FORM VIII**

Texas Department of  
Agriculture

Form H2049  
January 2017

**CERTIFICATION REGARDING FEDERAL LOBBYING  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, "New Restrictions on Lobbying" published at 55 Federal Register **(FR)** 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary must obtain the *Standard Form-LLL, "Disclosure Form to Report Lobbying."*

**CERTIFICATION**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure Form to Report Lobbying"*, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Organization submitting certification

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Name of Organization Representative

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Title

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Signature of Organization Representative

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Date

FORM IX

**REFERENCES**

List below references with which the Bidder has provided similar services during the past three (3) years.

**FIRM NAME:** \_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ **through** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ **through** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ **through** \_\_\_\_\_

**VOLUNTARY IN-KIND**

Head Start federal grant requirements stipulate each grantee is required to match their grant award with 20% in the form of cash donations or donated products and/or services. The [Head Start Act](#) stipulates that the Federal share of the total costs of the Head Start program will not exceed Eighty percent of the total grantee budget. If the grantee agency fails to obtain and document the required 20 percent, or other approved match, a disallowance of Federal funds may be taken.

Non-Federal share must meet the same criteria for allowability as other costs incurred and paid with Federal funds. Third party in-kind contributions shall count toward satisfying a cost-sharing or matching requirement only where, if the party receiving the contribution were to pay for them, they would be an allowable cost. Allowable costs are determined by the tests of reasonableness, necessity and allocability as defined in Title 2 of the Code of Federal Regulations ([2 CFR 220](#), [2 CFR 225](#), and [2 CFR 230](#)).

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

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

**What constitutes In-kind?**

Examples:

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

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