

SOMERSET ACADEMY

TEXAS

REQUEST FOR PROPOSAL FOR STUDENT SCHOOL UNIFORMS

October 17, 2025

RFP # 2026-002

Somerset Academy of Texas Request for
Proposal School Uniforms RFP 2026-002

Proposals will be accepted on or before November 4, 2025, at 1:00 PM CST. Proposals received later than the date and time designated **WILL NOT** be considered.

Note to Proposers

Carefully read all instructions, schedule, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and attachments and return as instructed in this document at: https://academica.formstack.com/forms/texas_rfp_response

An authorized company representative must complete and sign below; failure to do so will disqualify the proposal.

Company Name: _____

Company Address: _____

Employer Identification Number: _____

Telephone Number: _____ Fax Number: _____

Representative Name: _____ Signature: _____

Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

PROPOSAL SUBMISSION REQUIREMENTS

Vendors shall submit an electronic copy of the following documents via e-mail with a subject **“Request for Proposal -- School Uniforms -- Proposal Response”** based on the schedule below to:

https://academica.formstack.com/forms/texas_rfp_response

Proposals received after 1:00 PM CST on Tuesday, November 4, 2025, will not be considered. All submitted proposals shall include:

1. **Cover Page:** Page one of this package shall be filled out and signed by an authorized representative of the Company.
2. **Profile and Experience:** Vendor shall include background information on company and key employees involved in the proposed project team.
3. **Certificate of Insurance:** Vendor shall provide proof of Work Compensation, General Liability, and Fidelity Bonding insurance.
4. **All-Inclusive Proposed Fees and “Service Questions” Responses:**
 - a. Vendor shall include any additional projected fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
5. **References:** Vendor shall complete a list of references either using the form attached or through alternative form for other entities similar to Somerset Academy of Texas for which the Vendor has provided goods and/or services.
6. **Criminal History Review of Vendor Employees:** Vendor shall review and complete the attached form regarding “Covered Employees” and criminal history and/or fingerprinting records.
7. **Debarment or Suspension Certificate:** Vendor shall review and complete the attached form.
8. **Conflicts Disclosure Statement:** Vendor shall provide a signed and completed copy of the attached *Form CIQ*.
9. **State of Texas Health and Human Services Commission- Child Support Certification:** Vendor shall review and complete the attached form required when utilizing state funding.
10. **Supplemental Documentation:** Vendor shall include supplemental information, i.e., website training documents, proposed shirt material, any pack recommendations for family orders, a sample pack label.
11. **Product Samples:** Vendors are required to provide product samples with submission (see vendor requirements).

GENERAL INFORMATION

Purpose

Somerset Academies of Texas is currently seeking a Vendor to serve as the preferred provider of school uniforms for our students and parents. The preferred Vendor will supply uniforms according to the specifications listed on page 4. Vendors should be prepared to serve families and staff throughout Somerset Academy of Texas by providing retail locations and/or a website where families and staff can purchase these items.

Somerset Academies of Texas is interested in a Vendor that can provide the best overall value to the school through cost, delivery options, customer service, timeliness, etc. This Request for Proposal (RFP# 2026-002) states the instructions for submitting the proposal, the specifications for the work, the criteria by which a Vendor may be selected, and the contractual terms by which Somerset Academy of Texas intends to govern the relationship between itself and the selected Vendor.

Organizational Background

Somerset Academies of Texas is a growing network of free, open-enrollment public charter schools that provide excellent education to underserved low-income students. Somerset Academies Inc., was founded in 2008 with the opening of our First, PreK - 12 School, Somerset Academy Brooks. Responding to student, parent, and community demand, Somerset Academies of Texas now operates three additional schools: Somerset Academy Lone Star (Prek-5) Somerset Academy Collegiate (PreK- 12), Somerset Academy Oaks (Prek-8). Somerset Academy of Texas is continually growing and will soon serve more than 3,000 students in 4 schools in central San Antonio.

Project Description and Scope of Services

Somerset Academies of Texas is seeking a Vendor to provide uniform articles for students, families, and staff for its elementary and high schools starting in the 2026-2027 school year.

School	Address
Somerset Academy Brooks	3803 Global Way, San Antonio, TX 78235
Somerset Academy Collegiate	4802 Vance Jackson Rd., San Antonio, TX 78230
Somerset Academy Lone Star	25 Burwood Ln., San Antonio, TX 78216
Somerset Academy Oaks	6070 Babcock Rd., San Antonio, TX 78240

There is no guaranteed amount of business, expressed or implied, by Somerset Academies of Texas. The Vendor selected as the preferred provider shall furnish all required goods and/or services at pre-negotiated prices and during agreed dates, times and locations to Somerset Academies of Texas families. The Vendor will bear the responsibility of managing all relationships with Somerset Academies of Texas families and parents and collecting any and all payments. At no time will Somerset Academies of Texas be responsible for the payment of items not explicitly ordered and authorized by Somerset Academies of Texas School Leaders and District Leaders. Somerset Academies of Texas will notify all families that the chosen Vendor is the preferred provider of uniform garments throughout the entire district. Somerset Academies of Texas will develop the appropriate protocols to ensure uniform expectations and Vendors are clearly communicated and understood.

Based on projected enrollment, Somerset Academy of Texas predicts the following data, 2026-2027 Target Enrollment: 4000 students.

SPECIFICATIONS

Below are colors and type of uniforms by campus, Somerset Academy of Texas is looking for its' students and parents to purchase from your company.

Age Group	Gender	Clothing Type	Color	Material Specs	Style Specs	Printing	Design
Prek4 through 8 th Grade	Both	Polo Shirt	Navy	Pique and Performance	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal	See below
6 th Grade	Both	Polo Shirt	Green (mirror the green in the plaid)	Pique and Performance	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal and outline the green with white	See below
Prek4 through 8 th Grade	Both	Shorts	Khaki and Navy	Standard Khaki/Navy and Performance	Standard waist with Elastic stretch; Pull-on waist option	None	
Prek4 through 8 th Grade	Both	Pants	Khaki and Navy	Standard Khaki/Navy and Performance	Elastic and Standard waist; Skinny/Fitted Option and Straight Fit; Feminine fit option	None	
Prek4 through 8 th Grade	Girls	Jumper	Plaid - Navy/ Hunter Green/Gray/White and solid Navy	Plaid	Drop Waist Plaid		See below
Prek4 through 8 th Grade	Girls	Skort/Scooter	Plaid - Navy/Hunter Green/Gray/White and solid Navy	Khaki - Stretch Twill and Performance	Standard waist with Elastic stretch; Pull-on waist option	Plaid with School Colors	See below
Prek4 through 8 th Grade	Both	Fleece Jacket	Navy Blue	Fleece	Full Zip and Quarter Zip options	Embroidery with logo - Stitch or Soft Seal; Option to	See below

Below are colors and type of uniforms ***Somerset Academy Oaks.***

Design/Logo



SOMERSET ACADEMY
OAKS



Jumper/Skort/Scooter

Somerset Academy Lone Star

Age Group	Gender	Clothing Type	Color	Material Specs	Style Specs	Printing	Design
PreK through 5 th Grade	Both	Polo Shirt	Royal Blue	Pique and Performance	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal	See below
PreK through 5 th Grade	Both	Khaki Shorts	Khaki	Standard Khaki and Performance	Standard waist with Elastic stretch; Pull-on waist option	None	
PreK through 5 th Grade	Both	Pants	Khaki	Standard Khaki and Performance	Elastic and Standard waist; Skinny/Fitted Option and Straight Fit; Feminine fit option	None	
PreK through 5 th Grade	Girls	Jumper	Khaki	Plaid	Drop Waist Plaid		
PreK through 5 th Grade	Girls	Skort/Scooter	Khaki	Khaki - Stretch Twill and Performance	Standard waist with Elastic stretch; Pull-on waist option		
PreK through 5 th Grade	Both	Fleece Jacket	Royal Blue	Fleece	Full Zip and Quarter Zip options	Embroidery with logo - Stitch or Soft Seal; Option to	



SOMERSET ACADEMY
— LONE STAR —



Age Group	Gender	Clothing Type	Color	Material Specs	Style Specs	Printing	Design
Pre-K Only	Both	Shorts	Collegiate-Navy/Brooks-Orange	Poly/Cotton Twill	Pull-on elastic waist, side pockets, knee-length	None	
K through 5 th Grade	Both	Polo Shirt	Navy	Pique and Performance	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal	See page 2
K through 5 th Grade	Both	Shorts/Pants	Khaki	Standard Khaki and Performance	Standard waist with Elastic stretch; Pull-on waist option	None	
K through 5 th Grade	Boys	Shorts	Khaki	Standard Khaki and Performance	Flat Front Adjustable Waist	None	
K through 5 th Grade	Boys	Pants	Khaki	Standard Khaki and Performance	Flat Front Pants	None	
Below are colors and type of uniforms Somerset Academy Collegiate & Brooks 6th – 8th							
6 th – 8 th Grade	Both	Polo Shirt	Gray/for Collegiate & Brooks	Dri-Fit/Cotton Blend	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal	See page 2
6 th – 8 th Grade	Boys	Shorts	Khaki	Standard Khaki and Performance	Flat Front Adjustable Waist	None	
6 th – 8 th Grade	Boys	Pants	Khaki	Standard Khaki and Performance	Flat Front Pants	none	
6 th – 12 th Grade	Girls	Pants	Khaki	Standard Khaki and Performance	Girls Low Rise	None	
6 th – 12 th Grade	Girls	Shorts	Khaki	Standard Khaki and Performance	Girls Low Rise	None	

Below are colors and type of uniforms **Somerset Academy Collegiate** & **Brooks Academy**.

6th – 12Th Grade	Girls	Pleated Skort	Khaki	Standard Khaki and Performance	Pleated 3 Tab	None	
6th – 12Th Grade	Girls	Pleated Skort	Navy	Cotton Twill	Pleated 3 Tab	None	
6th – 12Th Grade	Girls	Plaid Skort	Plaid - Red/White/Navy	Performance	Pleated 2 Tab	non	

Below are colors and type of uniforms Somerset Academy Collegiate & Brooks 9th – 12th

9th – 12th Grade	Both	Polo	Collegiate Red/ Brooks Black	Pique and Performance	Unisex and Feminine Fit	Embroidery with logo - Stitch or Soft Seal	See below
9th – 12th Grade	Boys	Pants	Khaki/Collegiate & Brooks	Standard Khaki and Performance	Flat Front Pants	None	
9th – 12th Grade	Boys	Shorts	Khaki/Collegiate/Brooks	Standard Khaki and Performance	Flat Front Adjustable Waist	None	
K through 6th Grade	Girls	Skort/Scooter	Khaki	Khaki - Stretch Twill and Performance	Standard waist with Elastic stretch; Pull-on waist option	Plaid with School Colors	
3rd-12th grade	Both	Blazer	Black Blazer- Brooks/Navy Blue- Collegiate	Polyester hopsack/stretch fabric	Single-breasted collar/buttons front & sleeves/fronts pockets		
K through 12th Grade	Both	Fleece Jacket	Black Blazer- Brooks/Navy Blue- Collegiate	Fleece	Full Zip and Quarter Zip options		
K through 12th Grade	Both	Sweater Vest	Collegiate-Navy Blue or Red	100% Acrylic	V-Neck Sweater Vest		

SOMERSET ACADEMY
BROOKS

SOMERSET ACADEMY
COLLEGIATE

Other Requests for the preferred Vendor to provide:

- Store front
- School Rewards Program
- Online Shopping Portal
- On-Site Fitting Day(s)
- Uniforms available for fitting and purchase by **May 30, 2026**

RFP Performance Requirements

A prospective vendor will provide the following:

Desired Services

The selected Vendor(s) will be responsible for supplying uniform polo shirts, khaki bottoms, dri-fit PE outerwear, and zip up jackets, pull-over, sweaters and blazers of a specific design and construction in youth and adult sizes. Vendors who are unable to supply uniform polo shirts WILL NOT be considered in the bid consideration process for additional items (jackets, T-shirts, etc.).

The Vendor(s) shall be responsible for all aspects of the uniform process, including but not limited to: forecasting, manufacturing, transporting, selling, and distributing uniform items. In addition, the Vendor shall be responsible for resolving any issues related to quality control, customer service and/or the collection of funds.

Somerset Academy of Texas Responsibility

Somerset Academy of Texas will negotiate an agreement for a preferred uniform provider on behalf of Somerset Academy of Texas families. Somerset Academy of Texas, at its sole discretion, reserves the right to renew the contract annually, not to exceed a base year and three additional, one year, renewals based on the Vendor's performance under the contract, current needs of Somerset Academy of Texas families, and the availability of funds for uniform purchases.

Quality Assurance

Prospective vendors will enter into an agreement with Somerset Academy of Texas to serve as a preferred provider of school uniforms. Somerset Academy of Texas will negotiate performance benchmarks related to proposed outcomes and will utilize those benchmarks to measure the performance of the Vendor(s).

Pre-Bid Q&A

A Pre-meeting with vendors will be held on October 27, 2025, starting at 9:00 am CST. Interested vendors will need to contact Guadalupe V Zapata at gzapata@academicasw.org or 210-452-5288 to schedule appointment time.

Who is Eligible to Respond

Vendors who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with federal and state funded agencies are invited to respond. A prospective vendor, by submitting a proposal, represents to Somerset Academies of Texas that it meets the following requirements: Possess or is able to obtain adequate financial resources as required to perform under this RFP; Is able to comply with the requirements of this RFP; Have a satisfactory record of integrity and ethics.

Contract Term

The term for this contract will be from the date of acceptance (estimated to be November 13, 2026) with a scheduled start date of July 1, 2026 - June 30, 2027, with the possibility of continuation of an additional three, one-year renewal contracts, at the discretion of Somerset Academy of Texas.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in Somerset Academy of Texas best interest to include, but not limited to:

- Ability to meet required and desired contract specifications, including terms and conditions.
- Pricing. Vendors agree to provide items at pre-negotiated prices to Somerset Academy of Texas families; prices will remain stable throughout the course of any agreement without any increase in price without the approval of Somerset Academy of Texas. Vendors who can provide incentive programs to encourage early buying, discounts, rebates, and/or free items should describe these programs in any proposal.
- Inventory Risk Management – Vendors will provide a thorough and robust forecast of all uniform garments the vendor intends to provide using baseline data provided by Somerset Academy of Texas. This forecast will include all sizes, colors, styles, and genders, specific garments and comply with the specific colors and designs designated by Somerset Academy of Texas. Vendors agree to bear the burden of any start-up costs affiliated to this project, including but not limited to: the planning, production, transportation, and distribution of uniform garments, the addition of storage facilities or storefronts, the training of staff and personnel, or investment in equipment or technology. The responsibility of ordering, supplying, sorting, and distributing uniform components will be borne solely by vendor. It is recommended that Vendors outline all processes from design phase through production. Vendors are required to provide samples of a size run and color run. Color swatches and samples (of current standards) are available on request. Size run = one sample piece in a particular color, from youth small to adult XX Large. Color run= one sample piece of every color, in any particular size – S/M/L. Vendors will maintain a minimum number of garments at all times throughout the year, starting on July 1, 2026.
- Distribution and Logistics – Vendors agree to serve all Somerset Academies of Texas campuses. Vendors who are able to provide in-person sales and customer service should include this in the proposal. All locations should be equipped to begin selling and distributing orders no later than May 30, 2026.
 - Customer Service – Vendor(s) shall serve as primary provider of customer service to Somerset Academies of Texas students and families. Vendor employees should provide expedient, courteous, and high-quality customer service while maintaining a clean and organized environment conducive to excellent customer experience. Vendors should expect to receive unannounced visits from Somerset Academies of Texas employees to evaluate the overall level of service being provided at any storefront location. Vendors will have bilingual staff to serve Somerset Academies of Texas families at all times. Customers should be served through a variety of mediums including, but not limited to, on the phone, through e-mail, and a website. Customers should have a basic expectation for a typical response time from the vendor. Vendors should also consider options for layaway and payment plans, as well as a variety of payment methods to best support Somerset Academies of Texas families. Vendors should be willing to accept Purchase Orders from Somerset Academies of Texas schools for purchased items. Itemized receipts should be provided to all families. Vendors should be prepared to accept exchanges based on size or fit, as well as returns for damaged items. Returns should be accommodated up to 30 days after the first day of school.
- Experience and References, and Past Relationships. The relative weights for scoring are provided below; the evaluation team will consider the following elements in the evaluation process. Ability to meet acceptable purchase prices will not be the only factor considered in the selection process.

RANKING CRITERIA POINTS (Total 100)

1. Cost/Price: Keep costs for Somerset Academies of Texas families as low as possible; additional consideration will be given for rebates, discount programs, payment plans, and/or free uniforms. (40)
2. Inventory Management: Forecast, manufacture, supply, and provide uniform garments starting June 1 and throughout the year afterwards. (25)
3. Logistics and Distribution: Serve all Somerset Academies of Texas families throughout the district. (20)
4. Customer Service: Provide excellent customer service to all Somerset Academies of Texas families by catering to their needs in a friendly demeanor. (10)
5. References and Past Performance: Demonstrated ability to meet expectations, manage relationships, troubleshoot, and excellent service. (5)

Somerset Academies of Texas may use internal staff, independent evaluators or a combination of both to evaluate and rank proposals. After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification, or Somerset Academies of Texas may enter into negotiations with the highest ranked respondent.

If Somerset Academies of Texas is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or Somerset Academies of Texas has rejected all proposals.

NOTE: After evaluation, any proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. Somerset Academies of Texas reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.

VENDOR REQUIREMENTS

For proposals to be considered and to be evaluated for selection, the following requirements must be met:

- The proposals must have been submitted by the due date and time.
- The proposals must be complete with the original signatures.
- The proposals must be for the specific services requested and described in the RFP Packet.
- The proposals must be submitted in the format described in the RFP Packet.
- The proposals must be submitted electronically. Somerset Academies of Texas staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.
- Samples of polos and outerwear should be provided with proposal submission.
- Sample of embroidery and screen print should be provided with proposal submission.
- Samples of colors desired for uniform items and/or a color swatch should be provided with proposal submission.
- Samples must be delivered Attn: Guadalupe Zapata, 4802 Vance Jackson Rd., San Antonio, TX 78230 to arrive in advance of the proposal deadline.

Somerset Academy of Texas Standard and Conditions

Payment Terms

Somerset Academy of Texas payment terms are thirty (30) days from date of good/service acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

Fund Availability

This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to Somerset Academy of Texas's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by Somerset Academies of Texas's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of Somerset Academy of Texas's fiscal year, then Somerset Academy of Texas will issue written notice to Vendor/Contractor and Somerset Academy of Texas may terminate this Agreement without further duty or obligation hereunder.

Right to Additional Competition

Somerset Academies of Texas occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods and/or services described in this request if deemed to be in the

best interest of Somerset Academies of Texas.

Modifications

Any contract between the Contractor and Somerset Academies of Texas may only be modified by a written agreement signed by both parties or their duly authorized agents.

Contractual Relationship

Nothing herein shall be construed as creating the relationship of employer or employee between Somerset Academies of Texas and the Contractor or between Somerset Academies of Texas and the Contractor's employees. Somerset Academies of Texas shall not be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for Somerset Academies of Texas employees, nor be covered by Somerset Academies of Texas Workers' Compensation Program.

Indemnification

The Contractor shall indemnify, defend and hold harmless Somerset Academies of Texas, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of Somerset Academies of Texas is not the cause of the loss, claim, damage expense or cost.

Notice Concerning Withholding of Taxes

For any Contractor receiving payment(s) from Somerset Academies of Texas in excess of \$600 in a single calendar year, Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file tax returns and pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify Somerset Academies of Texas for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by Somerset Academies of Texas as a result of Contractor's failure to make such required payments.

Gratuities

Somerset Academies of Texas may, by written notice to the Contractor, cancel any agreement between the Contractor and Somerset Academies of Texas without liability to Somerset Academies of Texas if it is determined by Somerset Academies of Texas that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Somerset Academies of Texas with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is cancelled by Somerset Academies of Texas pursuant to this provision, Somerset Academies of Texas shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

Assignment-Delegation

No right, interest, or obligation in any contract between the Contractor and Somerset Academies of Texas shall be assigned or delegated without the written permission of Somerset Academies of Texas. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Waiver

No claim or right arising out of a breach of any contract between the Contractor and Somerset Academies of Texas can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Interpretation of Evidence

The resulting contract between the Contractor and Somerset Academies of Texas is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

When services are sought and a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

Advertising

The Contractor shall not advertise or publish, without the prior consent of Somerset Academies of Texas, the fact that Somerset Academies of Texas has entered into a contract with the Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

Background Check

The Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at Somerset Academies of Texas and that will have continuing duties related to the provision of goods and/or services and who has or will have **direct contact with students**. Any expenses associated with the background checks shall be borne by the Contractor. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the Contractor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for Somerset Academies of Texas. The Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to Somerset Academies of Texas for inspection and review during normal business hours of the Contractor and upon the request of Somerset Academies of Texas or other governmental authorities.

If an employee, representative, and/or agent of the Contractor is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to Somerset Academies of Texas. Somerset Academies of Texas reserves the right to refuse entry onto its District grounds to any individual whose background check does not meet the requirements established by Somerset Academies of Texas pursuant to Texas law.

Student Information

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by Somerset Academies of Texas, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. Somerset Academies of Texas may determine that the Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of Somerset Academies of Texas students, and the Contractor is an agent solely for the purpose of providing services to Somerset Academies of Texas. The Contractor and its personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between Somerset Academies of Texas and the Contractor. Upon the termination of any agreement between Somerset Academies of Texas and the Contractor, the Contractor will return to Somerset Academies of Texas all student records, documentation, and other items that were used, created, or controlled by the Contractor.

Intellectual Property

Contractor acknowledges that, in connection with this project, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to Somerset Academies of Texas. For purposes of this project, "Confidential Information" shall include but not be limited to:

1. Information relating to Somerset Academies of Texas financial, regulatory, personnel, or operational matters.
2. Information relating to Somerset Academies of Texas clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. All information not generally known outside of Somerset Academies of Texas business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from Somerset Academies of Texas or its agents.
6. The term "Confidential Information" does not include the following:
 - a. Information available to the public through no wrongful act of the receiving party.
 - b. Information that has been published.
 - c. Information required in response to subpoena, court order, court ruling, or by law.

Contractor agrees that it will not, at any time during or after termination of any contract between the Contractor and Somerset Academies of Texas, use or disclose any confidential information or trade secrets of Somerset Academies of Texas to any person or entity for any purpose whatsoever without the prior written consent of Somerset Academy of Texas, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Contractor agrees to release to Somerset Academies of Texas all records and supporting documentation related to the services provided under any contract between the Contractor and Somerset Academies of Texas upon completion of the services and/or termination of the contract.

Right of Inspection

Somerset Academies of Texas has the right to inspect any goods before accepting them.

Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated related thereto shall become the property of Somerset Academies of Texas and to the extent feasible shall be identified by the Contractor as such.

Insurance

The Contractor will carry and maintain Workers' Compensation as well as General Liability insurance including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: **\$1,000,000.00** per occurrence and **\$2,000,000.00** general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone directly or indirectly employed by Vendor/Contractor. Such policy shall name Somerset Academies of Texas as an Additional Named Insured and include a Waiver of Subrogation Clause.

Somerset Academies of Texas reserves the right to require specific amounts of insurance on a case-by-case basis.

Equal Opportunity

In the execution of the contract, the Contractor agrees, consistent with Somerset Academies of Texas policy, not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran's status, or any other basis protected by law.

When federal funds are used, in whole or in part, the Contractor shall 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 supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Safety Warranty

When goods are sought, Contractor warrants that product sold to Somerset Academies of Texas shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Somerset Academies of Texas may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by Somerset Academies of Texas will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacturing or processing of any product purchased by Somerset Academies of Texas. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify Somerset Academies of Texas immediately for the name of a suitable substitute asbestos-free product.

Infringement Warranty

When goods are sought, the Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to the project will give rise to the rightful claim of any third person by way of infringement or the like. Somerset Academies of Texas makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Somerset Academies of Texas be liable to the Contractor for indemnification in the event that the Contractor is sued on the grounds of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, he/she will notify Somerset Academies of Texas to this effect in writing within two weeks after the submission of this proposal or bid. If Somerset Academies of Texas does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold Somerset Academies of Texas harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, any contract between the Contractor and Somerset Academies of Texas shall be null and void except that Somerset Academies of Texas will pay the Contractor the reasonable cost of his/ her search as to infringements).

Termination

If the Contractor defaults in its agreement to provide personnel, equipment or services to Somerset Academies of Texas's satisfaction, or in any other way fails to provide service in accordance with the contract terms, Somerset Academies of Texas shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, Somerset Academies of Texas may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the contract with written notice. Except for such cancellation for cause by Somerset Academies of Texas, either Somerset Academies of Texas or the Contractor may terminate the contract by giving thirty

(30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

If it is later determined by Somerset Academies of Texas that the Contractor had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of or are beyond the control of the Contractor, Somerset Academies of Texas may allow the Contractor to continue work or treat the termination as a termination for convenience.

Record Keeping

It is the responsibility of the Contractor to maintain such records as are required by law, Somerset Academies of Texas, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the project shall be maintained by the Contractor, and Somerset Academies of Texas shall have the right to inspect and review such records at reasonable times upon request by Somerset Academies of Texas.

Additionally, when federal funds are used, in whole or in part, Somerset Academies of Texas, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

Debarment and Suspension

When the contract will be paid using federal funds, neither the Contractor nor any of its officers, directors, owners, members, employees, or agents shall be listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O. 12549 and E.O. 12689--- Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory and regulatory authority other than E.O. 12549.

Works for Hire

When federal funds will be used to pay for the contract, the Contractor acknowledges and agrees that the services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this contract are "works for hire" and as such the results of said work is by virtue of this contract assigned to Somerset Academies of Texas, and shall be the property of Somerset Academies of Texas and/or the federal government, when federal funds are used, in whole or in part, in accordance with applicable federal law, for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.

Ineligibility for Nonpayment of Child Support

When the contract will be paid using state funds, pursuant to Texas Family Code § 231.006(d), regarding child support, the Contractor certifies that the Contractor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the Contractor and Somerset Academy of Texas may be terminated and payment may be withheld if this certification is inaccurate.

Applicable Law

Any contract between the Contractor and Somerset Academies of Texas shall be governed by the policies of Somerset Academies of Texas Board of Trustee and laws of the State of Texas. When services are contracted, the Uniform Commercial Code shall also govern. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of contracting. Somerset Academies of Texas Board policies will be made available upon request.

Legal Venue

Both parties agree that venue for any litigation arising from a contract between the Contractor and Somerset Academies of Texas shall lie in Bexar County, Texas.

Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, these shall not affect the validity of the remaining portions of the contract.

No Waiver of Immunity

Notwithstanding anything to the contrary in this request, the Contractor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to Somerset Academies of Texas, including but not limited to any statutory or governmental immunity available to Somerset Academies of Texas under applicable law.

Limitations

The parties are aware that there are constitutional and statutory limitations on the authority of Somerset Academies of Texas (a public school) to enter into certain terms and conditions, including but not limited to, those terms and conditions relating to liens on Somerset Academies of Texas property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Somerset Academy of Texas except to the extent authorized by the laws and Constitution of the State of Texas.

ADDITIONAL TERMS AND CONDITIONS

BIDDING

Bid/Proposal Submission

Bids/Proposals must be submitted per Somerset Academies of Texas instructions utilizing this document, corresponding attachments, and supplemental information and must reach Somerset Academies of Texas on or before the hour on the date specified. Late submittals will not be accepted. Failure to provide complete and accurate information may disqualify Contractor from consideration.

Internet Downloads

Contractors who have not obtained this solicitation document directly from Somerset Academies of Texas, or who may have downloaded the document from the Somerset Academies of Texas at https://academica.formstack.com/forms/texas_rfp_response shall be responsible for immediately notifying Somerset Academies of Texas of their interest in order to receive all written addenda on a timely basis. Contractors who do not notify Somerset Academies of Texas and submit proposals without receipt of all addenda may be deemed to have submitted proposals not responsive to this solicitation. Notification should be sent to gzapata@academicasw.org.

Incurred Costs

Somerset Academies of Texas is not liable for any costs incurred by a Contractor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

Upon contract award, Somerset Academies of Texas shall not pay Contractor travel, meal, and/or accommodation expenses for any services provided under the contract. Additionally, Contractor and/or Contractor's personnel shall be solely responsible for the costs and expenses pertaining to any and all continuing education courses, professional seminars or

conferences, and other professional development activities, as required for the industry or required to perform the services in the contract.

Duration of Submission

Submitted proposals shall remain valid and open for acceptance for a period no less than sixty (60) days subsequent to the opening of proposals. No bid/proposal may be withdrawn during the period of firm offering.

Proposal Errors

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Contractor may be removed from the Somerset Academies of Texas approved vendor list.

Selection of Contractor

Somerset Academies of Texas will enter into a written contract with the most responsive bidder as determined by the evaluation criteria mentioned above. Somerset Academies of Texas reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of Somerset Academies of Texas. Somerset Academies of Texas also reserves the right to award contracts for individual items as may appear advantageous and to waive all formalities of bidding.

Undue Influence

In order to ensure the integrity of the selection process, Contractor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor's response, directly or indirectly, through any contact with Somerset Academies of Texas board members or other Somerset Academy of Texas officials from the date this solicitation is released until the award of a contract by Somerset Academy of Texas.

Price Warranty

The price to be paid by Somerset Academies of Texas shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for services and/or products of the kind and specifications covered by this project for similar quantities under similar or like conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices shall be reduced to the Contractor's current prices on orders by others, or in the alternative, Somerset Academies of Texas may cancel the contract between the Contractor and Somerset Academies of Texas without liability to Somerset Academies of Texas for breach at the Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee accepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Somerset Academies of Texas shall have the right in addition to any other right or rights to cancel the contract between the Contractor and Somerset Academies of Texas without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Use of Brand Names

When goods are sought, the use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive, unless otherwise noted by Somerset Academies of Texas. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

Delivery Terms and Transportation Charges

Goods are sought F.O.B destination, UNLOADED, unless delivery terms are specified otherwise in the proposal. All deliveries, unless specified otherwise in writing, shall be made to the campus or department specified, between the hours

of 9:00AM- 4:00PM, Monday through Friday, except on school holidays. The delivery shall be made, and articles shall be placed inside the school or district building in the room(s) designated, at no additional charge. The title and risk of loss of the goods shall not pass to Somerset Academies of Texas until the school or district office receives, accepts, and takes possession of the goods at the point(s) of delivery. The place of delivery shall be set in any subsequent authorized work orders.

ATTACHMENTS

References

Provide the name, address, telephone number and contact name for other Texas school districts which has knowledge of the type and quality of services/ goods provided by your company:

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

Criminal History Review of Vendor/Contractor Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain name based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a Vendor or Sub Vendor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Somerset Academy of Texas retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by Somerset Academy of Texas, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense or conviction for which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that Somerset Academy of Texas believes might compromise the safety of students, staff, or property.

Any Vendor interested in participating in Somerset Academy of Texas Vendor selection process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Vendors who fail to follow the fingerprint process will not be allowed to compete for Somerset Academy of Texas contracts.

Please complete the information below:

I, the undersigned agent for _____ (“Vendor”), certify that [check one]:

☐ None of the employees of Vendor and any Sub Vendors are “Covered Employees” as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any SubVendor will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

or

☐ Some or all of the employees of Vendor and any Sub-Vendor are “Covered Employees.” If this box is checked, I further certify that:

1. Vendor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify Somerset Academy of Texas in writing within three business days.
3. Upon request, Vendor will provide Somerset Academy of Texas with the name and any other requested information regarding covered employees so that Somerset Academy of Texas may obtain criminal history record information on the covered employees.
4. If Somerset Academy of Texas objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to Somerset Academy of Texas.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to Somerset Academy of Texas or having any direct contact with students.

I understand that non-compliance with this certification by Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Vendor Official

Date

Debarment or Suspension Certificate

Somerset Academy of Texas is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Vendor Official Name

Vendor Name

Signature of Vendor Official

Date



Form 1903
May 2017-E

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

- a person who is more than 30 days delinquent in paying child support; and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until:

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include:

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:		SSN:	
Name:		SSN:	
Name:		SSN:	
Name:		SSN:	

Section 3

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> </table> or Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> </table>																								

Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"> Signature of U.S. person ► </td> <td style="width: 40%; border-bottom: 1px solid black;"> Date ► </td> </tr> </table>	Signature of U.S. person ►	Date ►
Signature of U.S. person ►	Date ►		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Vendor/Contractor Information

Vendor/Contractor Information:

1. Vendor/Contractor Legal Name: _____
2. Vendor/Contractor d/b/a (if applicable): _____
3. Employer Identification Number: _____
4. Street Address: _____
5. City, State, and Zip Code: _____

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor.

Name: _____

Name: _____

Name: _____

Name: _____

Vendor/Contractor Certification and Signature Page

I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this Proposal, sign as a representative for Respondent, and carry out the services solicited in this RFP.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title/Role of Authorized Representative: _____

Vendor/Contractor Legal Name: _____

Vendor/Contractor d/b/a (if applicable): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

Proof of Insurance and/or Bonding

*Please provide proof of insurance and/or
bonding as detailed in RFP specifications.*

Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.

The undersigned Vendor/Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor's/Contractor's policy statement.
- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to Somerset Academy of Texas, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying Somerset Academy of Texas within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to Somerset Academy of Texas any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 15.01.

Equal Opportunity and Nondiscrimination

Vendor/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Vendor/Contractor, “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Additionally, in accordance with this state law, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required [...] or misrepresented the conduct resulting in the conviction.” In this event, “The district must compensate the person or business entity for services performed before the termination of the contract.” Section 44.034 “does not apply to a publicly held corporation.”

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

VENDOR/CONTRACTOR NAME: _____

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): _____

- ☐ Vendor/Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Vendor/Contractor is not owned or operated by anyone who has been convicted of a felony.
- ☐ Vendor/Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed

Certification Regarding Lobbying

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

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

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Somerset Academy of Texas in connection with the awarding of 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 Somerset Academy of Texas 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 awarded 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.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. *Remedies for Contract Breach or Violations*. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. *Termination for Cause and Convenience*. All contracts in excess of \$10,000 must address termination for cause and for convenience by Somerset Academy of Texas including the manner by which it will be affected and the basis for settlement.
3. *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. *Davis-Bacon Act*. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Somerset Academy of Texas must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Somerset Academy of Texas must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Somerset Academy of Texas must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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. Somerset Academy of Texas must report all suspected or reported violations to the Federal awarding agency.
5. *Contract Work Hours and Safety Standards Act*. Where applicable, all contracts awarded by Somerset Academy of Texas 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 Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies.* Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above 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 any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. *Procurement of Recovered Materials.* Somerset Academy of Texas and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor/Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as

applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Proposed Pricing

Respondent shall provide pricing / price schedule here: