



SOMERSET ACADEMY

TEXAS

REQUEST FOR PROPOSAL (RFP 2027-001)

Cafeteria Equipment

Proposals will be accepted on or before Friday, June 12, 2026, 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, schedules, 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.

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 their proposal electronically with a subject “Request for Proposal – Cafeteria Equipment, -- Proposal Response” based on the schedule below by going to the Somerset Academy of Texas website <https://somersetacademytx.org/RFP-Download>.

Proposals received after 1:00 PM CST on June 12, 2026, will not be considered.
The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – Somerset Academy of Texas Conflict of Interest Form
8. Attachment H – Conflict of Interest Form CIQ
9. Attachment I – Child Support Certification
10. Attachment J – Equal Opportunity and Nondiscrimination
11. Attachment K – Felony Conviction Disclosure Statement
12. Attachment L – Certification Regarding Lobbying
13. Attachment M – Debarment or Suspension Certificate
14. Attachment N – Contract Provisions for Contracts Involving Federal Funds
15. Attachment O – Criminal History Review of Vendor/Contractor Employees and Certification
16. Attachment P – Reference Sheet

17. Attachment Q – Litigation, Terminations, Claims
18. Attachment R – Proposed Pricing. Vendor shall include any additional projected fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
19. Attachment S – W-9 Form
20. Attachment T— Deviations and Exceptions
21. Attachment U – Supplemental Information. Vendor shall include any supplemental information related to this procurement.

GENERAL INFORMATION

Purpose

Somerset Academies of Texas (“Somerset” or the “School”) is currently seeking a Vendor/s as the preferred provider of Food Service Equipment, (“Food Equipment”).

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) 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 Academies 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 of Texas was founded in 2008 with the opening of our first K - 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 (elementary) Somerset Academy Collegiate (PreK-12), Somerset Academy Oaks Academy (elementary), and new Somerset Academy Oaks Preparatory (6-8). Somerset Academies of Texas is continually growing and will soon serve more than 4,000 students in 5 schools in central San Antonio.

Scope of Services

The intent of Somerset Academies of Texas is to select a vendor/s that will provide Cafeteria Equipment, for its Somerset Academy Oaks Preparatory Kitchen through this RFP.

ITEM #1 Combination Oven, Electric W/stand With Add-Ons & Options

Quantity: One (1)

Manufacturer: Rational

Model ICP 10-FULL E 208/240V 3 PH

ADD-ONS & OPTIONS

ICARESYSTEM AUTODOSE Quantity: One (1)

ACTIVE GREEN CLEANER CARTRIDGES (6) Quantity: One (1)

CARE CARTRIDGES (6) Quantity: One (1) Quantity: One (1)

PRE-INSTALLATION SITE CONSULTATION

RCI RATIONAL CERTIFIED INSTALLATION Quantity: One (1)

SECOND INSTALLATION TRIP Quantity: One (1)

INSTALLATION KIT Quantity: One (1)

WATER FILTRATION SINGLE CARTIDGE SYTEM Quantity: One (1)

RCI RATIONAL CERTIFIED INSTALLATION(Filtration System) Quantity: One (1)

STAND II MOBILE OVEN STAND Quantity: One (1)

US SAFETY-SET, EQUIPMENT PLACEMENT SYSTEM Quantity: One (1)

ITEM # 2 CONVECTION OVEN, W/CASTERS

Quantity: One (1)

Manufacturer: Vulcan

Model: VC44ED

ITEM # 3 HOT SERVING COUNTER, W/CASTERS, COMPLETE WITH BREATH GUARDS-SINGLE DECK AND TRAY SLIDES

Quantity: One (1)

Manufacturer: Vollrath

Model/s: 37040,

Breath Guards-Single Deck -37321- Quantity: One (1), Model/s: 37065

Tray Slides-4 Series Quantity: One (1), Model/s: 3752350-2C

ITEM # 4 HEATED HOLDING PROOFING CABINET, MOBILE W/CASTERS

Quantity: One (1)

Manufacturer: Metro

Model: C539-CFC-4

ITEM # 5 DRYING RACK UNIT

Quantity: One (1)

Manufacturer: Metro

Model: PR48X4

ITEM # 6 WALK IN COMBINATION COOLER FREEZER, REMOTE W/ INSTALLATION

Quantity: One (1)

Manufacturer: Aeri Cooler

Model: W/I combo

ITEM # 7 WORKTABLE, POLY TOP

Quantity: Two (2) ea., Manufacturer: Eagle Group, Model: CT3048S

ITEM # 8 SHELVING (16 SHELVES W/16 POST)

Quantity: Eight (8) Manufacturer: Metro, Model: MX2448G/MX74P

ITEM # 9 SHELVING (16 SHEVES W/16 POST)

Quantity: Eight (8) Manufacturer: Metro, Model: MX2460G/MX74P

ITEM # 10 SHELVING (12 SHEVES W/12 POST)

Quantity: Six (6) Manufacturer: Metro, Model: MX1860G/MX74P

ITEM # 11 SHELVING (8 SHEVES W/8 POST)

Quantity: Four (4) Manufacturer: Metro, Model: MX1860G/MX63P

Scope of Work: Turnkey - Deliver, uncrate, assemble, set in place, connect to existing utilities, start up and test. Remove all protective paper, remove all residual adhesive, clean up and remove all job-related debris, haul away all trash, crates, pallets, cardboard, and all other job-related debris.

The services shall be performed in compliance with applicable federal, state, and local laws. In rendering the services, the vendor shall comply with all rules and regulations of the school.

RFP Performance Requirements

A prospective vendor will provide the following:

Desired Services

The selected Vendor(s) will be responsible for providing the products, services, and installation as described in the “Scope of Services” section above.

The Vendor(s) shall be responsible for all aspects of providing qualified personnel to perform the duties listed in the Scope of Services.

Somerset Academy of Texas Responsibility

Pre-Bid Walk Through and Q&A

A walk through will be scheduled for June 1, 2026, at 9:00 am at Somerset Academy Oaks at 6039 Babcock Rd., San Antonio, TX 78240. At this time questions can be asked. If additional questions are required prospective vendors may submit questions by end of day on June 3, 2026, to this proposal to Guadalupe V. Zapata at gzapata@academicasw.org. Questions submitted on June 3, 2026, will be answered by end of day June 4, 2026, via email.

Who is Eligible to Respond

Vendors who are able to meet the required specifications for the quality of the equipment 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 must affirmatively demonstrate vendor’s responsibility. A prospective vendor, by submitting a proposal, represents to Somerset Academies of Texas that it meets the following requirements: Possesses or is able to obtain adequate financial resources as required to perform under this RFP; Is able to comply with the required or proposed RFP; has a satisfactory record of integrity and ethics.

Period of Performance

The Food Equipment listed in the Scope of Services section herein shall be delivered and installed during the following time period:

Work completion date range: Work to start and be completed between June 18, 2026 – August 1, 2026, as directed by the School.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in Somerset Academies 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 Academies of Texas. 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: Cost to Somerset Academies of Texas. (50)
2. Quality of Bidder’s goods or services; (15)
3. Extent to which the goods or services meet the needs of Somerset. (10)
4. Reputation of the bidder or bidder’s good or services. (10)
5. Customer Service and Warranty of Bidder based on service provided to other charters and/or public organizations verified reference forms submitted. (10)
6. Compliance with applicable federal, state, local laws and all rules and regulations of the school. (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.

Somerset Academies of Texas Standard and Conditions

Procurement of services under this RFP shall be in accordance with the standard terms and conditions set forth in this section, which shall form a part of the contract documents and/or purchase order for good and/or services included in this RFP:

Payment Terms

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

Deliveries

Deliveries under this Agreement shall be freight prepaid, Freight on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's bid unless otherwise clearly stated in writing in Vendor's bid. The School assumes no liability for goods delivered in damaged or unacceptable conditions. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by the School of damage. Bid prices will include all freight and delivery charges.

Pricing

All prices in Vendor's bid should remain firm for the Term of the Agreement. Any price changes shall be presented to the School, for acceptance or rejection by the School, in its sole discretion, using the same format as was accepted in Vendor's original bid; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the School prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).

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 the School and the vendor or between the School and the vendor's employees. The School shall not be subject to any obligation or liabilities of the vendor or the vendor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the vendor nor its employees shall be entitled to any of the benefits established for School employees, nor be covered by the School's Workers' Compensation Program.

Indemnification

THE VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE SCHOOL AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "SOMERSET INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE VENDOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF THE VENDOR, ANYONE DIRECTLY EMPLOYED BY THE VENDOR, OR ANYONE FOR WHOSE ACTS THE VENDOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY SOMERSET INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE VENDOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Notice Concerning Withholding of Taxes

Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify the School for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by the School as a result of Contractor's failure to make such required payments. Contractor's obligations contained in this Section survive termination or expiration of this Agreement and continue on indefinitely and cannot be waived or varied.

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 Academy 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 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.

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

Contractor must coordinate and cooperate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Contractor and any of Contractor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. Contractor shall reimburse the School for its direct costs associated with conducting the appropriate criminal history background check for Contractor and Contractor's personnel.

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.

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 Academies 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

Vendor is required to provide the School with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to the School prior to the commencement of any work under this Agreement. For coverages required under this Agreement, the successful Vendor's insurer(s) shall waive subrogation rights against the School's Primary Coverage. Vendor's insurer(s) shall name the School as Additional Insured on their policy and contain a waiver of subrogation.

- a) Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance:

- i) **General Liability**: Contractor shall maintain Commercial 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 Contractor or anyone directly or indirectly employed by Contractor.

- ii) **Workers' Compensation:** Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

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 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.

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 website, 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.

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.

Duration of Submission

Submitted proposals shall remain valid and open for acceptance for a period not 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 Academy 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 Academies officials from the date this solicitation is released until the award of a contract by Somerset Academies 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 specification covered by this RFP 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.

ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

Members of the public having complaints regarding the school's purchasing procedures or operations may present their complaints or concerns to the School by writing to the following address:

Mr. Cory Oliver, Deputy Superintendent
4802 Vance Jackson Rd.
San Antonio, TX 78230

ATTACHMENTS

Attachment A – Title Page



SOMERSET ACADEMY
TEXAS

A Proposal Submitted in Response to

**Somerset Academies of Texas’
Request for Proposal
2027#001 RFP- for Cafeteria Equipment**

Submitted By:

(Full Legal Name of Vendor/Contractor)

On:

(Date of Proposal Submission)

Attachment B – 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: _____

Attachment C – 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: _____

Attachment D – Proof of Insurance and/or Bonding

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

Attachment E – 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 the School, 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 the School 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

Attachment F – 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 the School 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.

Attachment G – Somerset Academy of Texas Conflict of Interest Form

By signature of this Proposal, Vendor/Contractor covenants and affirms that:

- No manager, employee or paid consultant of Vendor/Contractor is a member of the Somerset Academy of Texas Board of Directors or an employee of the School.
- No manager or paid consultant of Vendor/Contractor is married to a member of the School's Board of Directors, the School's Chief Executive Officer, or an employee of the School.
- No member of the School's Board of Directors, the School's Chief Executive Officer, or employee of the School is a manager or paid consultant of Vendor/Contractor.
- Neither any member of the School's Board of Directors, School's Chief Executive Officer, nor any employee of the School owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the School's Board of Directors, the School's Chief Executive Officer, nor any employee of the School receives compensation from Vendor/Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor/Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the School and shall further be liable for any costs incurred or damages sustained by the School relating to that contract.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment H – Conflict of Interest 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/Contractor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Vendor/Contractor 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/Contractor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A Vendor/Contractor commits an offense if the Vendor/Contractor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their Proposal.

The Conflict of Interest Form CIQ and instructions can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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

Attachment I – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.



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:

Attachment J – 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

Attachment K – 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

Attachment L – 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

Attachment M – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CFR Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment N – 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

RFP#2027-001 Cafeteria Equipment

Attachment O – 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 named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a Vendor/Contractor or subcontractor 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 (the “School”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the School, 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 on conviction of 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 the School believes might compromise the safety of students, staff, or property.

All Vendors/Contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below:

I, the undersigned agent for the legal entity named below certify that [check one]:

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

Or

Some or all of the employees of Vendor/Contractor and any subcontractor are “covered employees.” If this box is checked, I further certify that:

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment P – Reference Sheet

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools or ISDs) that have used your services. Somerset Academy of Texas would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

1. _____
Customer/Client School or Organization/Entity Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

2. _____
Customer/Client School or Organization/Entity Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

3. _____
Customer/Client School or Organization/Entity Name

Street Address City State Zip

Contact Person	Phone Number	Email Address
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Project Scope

Dates of Contract

4.

Customer/Client School or Organization/Entity Name

Street Address	City	State	Zip
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Contact Person	Phone Number	Email Address
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Project Scope

Dates of Contract

Attachment Q – Litigation, Terminations, Claims

Respondent shall list any project completed in the past five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent’s insurance by Customer/Client or Organization/Entity.

1. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

2. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

3. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

4. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

5. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

6. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

Attachment R – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: "ATTACHMENT "R" in its submitted Proposal.

Attachment S – Respondent's W-9

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income**. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Attachment U – Supplemental Information

Vendor shall include any supplemental information related to this procurement here.