

**YES PREP PUBLIC SCHOOLS**  
Mark Dibella Superintendent of Schools

**PURCHASING DEPARTMENT**  
5515 S Loop E Fwy, Ste B, Houston, Texas 77033  
Phone 713.967.9015 Fax 713.251.1115

Date: 12/21/2018

**NOTICE TO PROPOSERS**

The YES PREP PUBLIC SCHOOLS, hereinafter referred to as YES PREP PUBLIC SCHOOLS, is accepting sealed proposals as specified in this document. Sealed proposals will be received at the office of the Senior Director of Information Technology, YES PREP PUBLIC SCHOOLS, 5515 SOUTH LOOP E. HOUSTON, TX 77033 until:

02/01/2019 @ 2:00 P.M.

for

**CATEGORY 2: SWITCHES, CABLING  
UPS AND INSTALLATION**

**PROPOSAL ENVELOPES SHALL BE PLAINLY MARKED**

SEALED PROPOSAL FOR:

PROPOSAL NO. 01-18-19E-Rate

**CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION**

DO NOT OPEN UNTIL: February 1<sup>st</sup>. 2019 @ 2:00 P.M.

**Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.**

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for YES PREP PUBLIC SCHOOLS at the most economical cost. YES PREP PUBLIC SCHOOLS reserves the right to request post-proposal modifications, including best and final offers. YES PREP PUBLIC SCHOOLS reserves the right to accept or reject any or all proposals, to waive all technicalities (informalities), and to accept the proposal(s) that is determined to be the most favorable to YES PREP PUBLIC SCHOOLS. Recognizing that there are important considerations other than price, YES PREP PUBLIC SCHOOLS may not necessarily award to the lowest Proposer.

Proposals must be effective for ninety (90) days following deadline for the receipt of proposals.

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## 1.0 NOTICE OF INTENT

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It is the intent of YES Prep Public Schools (YES PREP PUBLIC SCHOOLS) to award one or more contract(s) as a result of this Competitive Sealed Proposal (CSP) for use by YES PREP PUBLIC SCHOOLS and/or Participating School Districts (PSD) for **CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION** Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this CSP, including **Section 2.0 Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

**1.1.0 The initial base term of the prospective contract is a period of one calendar year. The initial base term can be extended voluntarily, for an additional (4) one calendar year term(s).**

**1.2.0** In this CSP and in the Contract, the following terms shall mean as follows:

**1.2.1 "YES PREP PUBLIC SCHOOLS"** means the YES Prep Public Schools, a Harris county school district established under the laws of the State of Texas; 5515 S Loop E Fwy, Ste B, Houston, Texas 77033.

**1.2.2 "Participating School District(s) – (PSD)"** means allowing independent school districts that have followed local governing authority to utilize contracting vehicles procured and administered by YES PREP PUBLIC SCHOOLS, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code.

**1.2.3 "Vendor(s)"** means the proposer(s) responding to this CSP and vendor(s) to whom a contract has been awarded as a result of this CSP by YES PREP PUBLIC SCHOOLS. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.

**1.2.4 "Contract"** means the contract terms and conditions in Section 5.0 Contract Terms and Conditions, as further defined in the Entire Agreement provision of Section 5.0.

**1.2.5 "Supplemental Contract"** means a separate, supplemental contract entered into between a PSD member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the CSP, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. A Purchase Order issued by a PSD member may be a Supplemental Contract.

**1.2.6 "Best Value"** means the method by which a proposal/contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in **Section 6.0 Evaluation and Award**.

**1.2.7 "Administrative Fee"** means the fee paid by Participating School District(s) to YES PREP PUBLIC SCHOOLS to reimburse YES PREP PUBLIC SCHOOLS for administrative services to administer the services/support.

**1.2.8 "Purchase Order or PO"** means the agreed-upon purchase order between YES PREP PUBLIC SCHOOLS and the PSD Member issued to vendor(s). Special terms and conditions agreed to by the Vendor and YES PREP PUBLIC SCHOOLS or the PSD

member may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, warranty, etc.

**1.2.9 "Regular Hours"** means the hours between 7 a.m. and 5 p.m. Monday thru Friday, excluding the following holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

## 2.0 SCOPE OF PROPOSAL

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It is the intention of the YES Prep Public Schools to establish an annual contract for:  
**“CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION”**

YES PREP PUBLIC SCHOOLS is interested in receiving competitive pricing on all items in proposals. YES PREP PUBLIC SCHOOLS places significant value on quality vendors and also desires to keep Proposer's supplies of materials, equipment and/or services to solicit for quality goods and services.

**ADDENDA TO CSP.** YES PREP PUBLIC SCHOOLS reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the CSP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the CSP. Please acknowledge receipt of Addenda on Signature Page (45)

**All questions must be received in writing by the Managing Director of Information Services by emailing questions to [ckemania@csmcentral.com](mailto:ckemania@csmcentral.com) no later than noon on 01/18/2019. No addenda will be issued later than 01/19/2019**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

**ANNUAL RENEWABLE CLAUSE**, The contract shall be for a period of **one to five years**. The first year of contract shall be from July 1, 2019 to June 30, 2020 with the option to renew annually for up to an additional four years, providing any subsequent renewal is agreed to in writing by both parties.

**DISTRICT & VENDOR WALK THRU**, YES PREP PUBLIC SCHOOLS will conduct a walk thru of the district as requested.

## INSTRUCTIONS TO PROPOSERS

1. An original and two (2) copies of the Proposal, typewritten or printed/written in ink, must be submitted. Sealed Request for Proposal must be properly labeled on the OUTSIDE of the envelope as follows:

Managing Director of Information Services  
YES Prep Public Schools  
5515 S Loop E Fwy, Ste B, Houston,  
Texas 77033

Sealed Proposal for:

**"CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION"**

Do Not Open until 2/1/2019 **at 2:00 PM**

2. The Proposer shall provide their full company name and address on the envelope.
3. Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. Late responses will not be accepted in any form or fashion.

#### 4. DESCRIPTION OF YES PREP PUBLIC SCHOOLS

YES PREP PUBLIC SCHOOLS consists of eighteen (18) K6-12 schools and various support facilities. YES PREP PUBLIC SCHOOLS has approximately 13,500 students and 1,500 employees. YES PREP PUBLIC SCHOOLS operates 4,836,120 gross square feet of educational facilities located within a 43 square mile area.

**In order to receive any addenda or clarifications that may be issued for this proposal, all prospective proposers must send an E-mail to [ckermanian@csmcentral.com](mailto:ckermanian@csmcentral.com).** Please state your name, company name, street address, phone number, fax number, e-mail address and Bid/Proposal number in your message.

## **3.0 GENERAL TERMS AND CONDITIONS**

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**3.1.0 APPLICABILITY.** These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.

**3.2.0 WITHDRAWAL OF PROPOSALS** will not be allowed for a period of 90 days following the proposal opening.

**3.3.0 SPECIFICATIONS** may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured products.

**3.3.1 DISTRICT SPECIFICATIONS** have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

**3.3.2 MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE).** Whenever an article in this proposal is defined by description as either a proprietary product or by using the name of a manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term "equivalent, alternate or equal" is not inserted it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

**3.4.0 QUESTIONS** concerning this proposal shall be addressed to the Senior Director of Information Technology, YES PREP PUBLIC SCHOOLS.

**3.5.0 PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Deviations to any Conditions and/or Specifications shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.

**3.6.0 SEALED PROPOSALS ONLY ARE ACCEPTABLE. FAXED PROPOSALS** will not be accepted by YES PREP PUBLIC SCHOOLS since the fax process does not provide for the delivery of a sealed proposal.

**3.7.0 REQUIRED ADDENDA** will be issued by YES PREP PUBLIC SCHOOLS Purchasing Department to all those known to have received a complete set of proposal documents.

**3.8.0 QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.

**3.9.0 DELIVERIES** required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments designated on the purchase order to the YES PREP PUBLIC SCHOOLS Central Warehouse, delivery hours are 7:00 a.m. to 3:00 p.m. NO DELIVERIES WILL BE ACCEPTED AFTER 3:00 P.M.

**3.10.0 WARRANTY CONDITIONS** for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.

**3.11.0 SAMPLES**, when called for, shall be submitted with the proposal per instructions set forth in the Special Terms and Conditions.

**3.11.1 ADDITIONAL SAMPLES** needed for a proposal to be evaluated properly shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department.

**3.11.2 SAMPLE ITEMS** from the successful Proposer may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.

**3.12.0 THOSE WHO DO NOT PROPOSE** are requested to notify the YES PREP PUBLIC SCHOOLS Purchasing Department in writing if they wish to receive future proposals. Failure to do so **may** result in their being deleted from our prospective Proposer list.

**3.13.0 EVALUATION OF PROPOSALS** takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service, safety record, and date of proposed delivery and placement. It is not the policy of YES PREP PUBLIC SCHOOLS to purchase on the basis of low proposals alone. (**See 6.0 Evaluation and Award of Proposal(s)**).

**3.14.0 DISCLOSURES.** By signing this proposal, a Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

**3.14.1 PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the proposal. (See Section 13)

**3.14.2** By signing this proposal, a Proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Proposers in the award of this proposal.

**3.15.0 NON-APPROPRIATION OF FUNDS.** The term of this Contract is a commitment of YES PREP PUBLIC SCHOOLS's current revenue only and if funding for the continuance of the services required under the Contract is withdrawn. YES PREP PUBLIC SCHOOLS reserves the right to terminate this Contract in accordance with its funding out clause.

**FUNDING OUT CLAUSE.** Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only:

1. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. The contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract."

**3.16.0 DISQUALIFICATION** A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

**3.17.0 VENDOR PROTEST.** Any Vendor who submitted a proposal to the YES PREP may file a protest provided that each and all of the following are compiled with:

- (a) The protest is in writing;



(b) The protest is filed and received by the YES PREP's Supervisor of Purchasing not more than three (3) calendar days following the date of the YES PREP selection of the apparent lowest responsible bidder;

(c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the YES PREP as invalid. Provided that a protest is filed in strict conformity with the foregoing, the YES PREP's Supervisor of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The YES PREP's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the YES PREP's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the YES PREP shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the YES PREP's intent to award the Contract, or the YES PREP's determination to reject all proposals.

**3.18.0 NON-COLLUSION STATEMENT** Vendors are required to certify a Non-Collusion Statement.

Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against YES PREP PUBLIC SCHOOLS or any person interested in the proposed contract, and that all statements in said proposal are true.

**3.19.0 OPEN RECORDS POLICY** YES PREP PUBLIC SCHOOLS is a governmental body subject to the Texas Public Information Act. Proposals submitted to YES PREP PUBLIC SCHOOLS as a result of this CSP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. YES PREP PUBLIC SCHOOLS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

**3.20.0 RESPONSIBLE VENDOR** A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

**3.21.0 RESPONSIVE PROPOSAL** Proposals shall be deemed responsive if they comply with all material and administrative aspects of this CSP.

**3.22.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).** If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

**3.23.0 DEBARMENT AND SUSPENSION.** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all 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.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. Vendors receiving awards of contracts all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

**3.24.0 ENERGY EFFICIENT REQUIREMENTS.** YES Prep Public Schools is committed to enhancing the learning environment, and to National, State and Local energy conservation and reliability goals. Design professionals should consider including innovative features of high performance/sustainable/green schools as defined by the Sustainable Building Industry Council as facilities that are healthy and productive for students and teachers (acoustic, thermal, and visual comfort; natural daylight; superior indoor air quality; safe and secure); cost effective (optimized energy performance, life cycle approach to costs of ownership, and a commissioning process); and sustainable ( energy conservation; high-performance mechanical and lighting systems; environmentally preferable materials; and water-efficient design).

**3.25.0 SEXUAL AND VERBAL HARASSMENT.** The policies of YES PREP PUBLIC SCHOOLS, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned. Vendors and contractors are required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from YES PREP PUBLIC SCHOOLS premises.

**3.26.0 DEFAULT CONDITIONS:** If the supplier breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, YES PREP PUBLIC SCHOOLS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the supplier.

YES PREP PUBLIC SCHOOLS will then be relieved of all obligations, except to pay the value of the supplier's prior performance (at a cost not exceeding the contract rate). The supplier will be liable to YES PREP PUBLIC SCHOOLS for all costs exceeding the contract price that YES PREP PUBLIC SCHOOLS incurs in completing or procuring the service as described in the proposal. YES PREP PUBLIC SCHOOLS's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

**3.27.0 IRS W-9:** To receive payment under this Contract, (approved) Vendor shall have a current I.R.S Tax Identification Number and W-9 Form on file with YES PREP PUBLIC SCHOOLS Purchasing Department and the PSD member.

**3.28.0 PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE)** Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000.00 for YES PREP PUBLIC SCHOOLS or PSD members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of \$25,000.00 for YES PREP PUBLIC SCHOOLS or PSD members that are governmental entities subject to Chapter 2253 and are not municipalities. A payment bond is required if a Purchase Order is in excess of \$50,000.00 for YES PREP PUBLIC SCHOOLS or PSD members that are governmental entities subject to Chapter 2253 and are municipalities. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the YES Prep Public Schools or PSD.

### **3.29.0 COMPENSATION – YES PREP PUBLIC SCHOOLS METHOD OF PAYMENT PROCESS**

- 1) Method of Payment (Vendors are to select one). YES PREP PUBLIC SCHOOLS processes invoices several times a week for CARD payments.
  - o CARD (Ghost Card) YES PREP PUBLIC SCHOOLS's preferred method of payment. Card payments are made available to the vendor immediately after file payment submission. After Vendor receives an auto-generated e-mail remittance advice notification, vendor can download the payment to their 'card'. Vendors who accept payments via ghost cards must establish their own contracts with a merchant card bank to fund their bank accounts. Some banks charge a fee for using ghost cards; however, YES PREP PUBLIC SCHOOLS does not charge a fee. Fees are negotiated in the contract between the vendor and their merchant card bank.
  - o Automatic Clearing House (ACH) – Electronic Fund transfer to vendor's bank account at the end of the week.
- 2) Payments for services rendered by the Provider will be paid in monthly installments.

**Original invoices should be sent for processing to the Accounts Payable Office. Upon receipt by the Accounts Payable Office, the invoice will be processed for payment within thirty (30) days of its receipt if services are complete.**

**Electronic invoices can be sent to [accountspayable@yesprep.org](mailto:accountspayable@yesprep.org).**

In the event the contract is terminated prior to the end of the stated term, payments will only be made to the extent that work has been performed prior to termination.

The term of this Contract is a commitment of YES PREP PUBLIC SCHOOLS's current revenue only and if funding for the continuance of the services required under this Contract is withdrawn, YES PREP PUBLIC SCHOOLS reserves the right to terminate this Contract in accordance with the District termination policies and procedures

## **4.0 SPECIAL TERMS AND CONDITIONS**

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### **4.1.0 PROPOSAL RESPONSE FORMAT**

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all requirements identified in this CSP. (See 6.3.0 #4)

### **4.2.0 DESCRIPTION OF PRODUCT(S) AND/OR SERVICE(S)**

Describe product(s) and/or service(s) the Vendor is proposing to provide YES PREP PUBLIC SCHOOLS and PSD members. Provide a matrix that will allow YES PREP PUBLIC SCHOOLS to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

### **4.3.0 DESCRIPTION OF VALUE-ADDED PRODUCT(S) AND/OR SERVICE(S)**

Include any additional information Vendor believes YES PREP PUBLIC SCHOOLS should have when making its decision concerning contract award(s), if any. Detail any value-added options offered by Vendor; if value added options are best described in a line item format, add value-added items to the designated area at the end of the line item list.

### **4.4.0 WARRANTY/GUARANTEE**

All products purchased under this CSP shall be NEW and free from defects.

#### **4.4.1 PRODUCT INFORMATION**

#### **4.4.2 WARRANTY INFORMATION**

Provide information and answers to the following:

- a) Does Vendor offer extended parts and labor warranties? If yes, state length of warranty.
- b) Does Vendor provide extended warranties and/or maintenance Contracts at an additional cost to PSD members? If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- c) Give examples of governmental entities where Vendor has extended labor warranties. Include length of these warranties.
- d) Is warranty coverage dependent on any specific requirements?
- e) Who performs Vendor's start-up procedure?
- f) Detail and provide documentation verifying the warranty protection covering installation, details, materials, workmanship, inspection and preventive maintenance programs, if any.
- g) Detail how Vendor tracks warranties and updates warranty periods as units or components are replaced.
- h) What is Vendor's standard warranty on materials?
- i) What is Vendor's standard warranty on installation?
- j) Does Vendor differentiate its standard warranty if financing is part of the contract? If so, describe.

### **4.5.0 YES PREP PUBLIC SCHOOLS RESERVATIONS**

YES PREP PUBLIC SCHOOLS reserves the right to:

- a) Cancel this solicitation in whole or in part, at the sole discretion of YES PREP PUBLIC SCHOOLS.
- b) Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- c) Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.

- d) Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of YES PREP PUBLIC SCHOOLS and/or PSD members.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of YES PREP PUBLIC SCHOOLS and/or PSD members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- f) Be the sole judge of quality and equality.
- g) Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in YES PREP PUBLIC SCHOOLS sole discretion.
- h) Make all decisions regarding this CSP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this CSP.

#### **4.6.0 FINANCIAL RESPONSIBILITY**

YES PREP PUBLIC SCHOOLS assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this CSP.

#### **4.7.0 COMPLIANCE WITH SPECIFICATIONS AND CONTRACT**

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by school districts. Proposals shall be deemed responsive if they comply with all aspects of this CSP. Vendors are required to respond to all requests identified in this CSP and indicate their acceptance or objection to the terms of the CSP and the Contract terms in Section 3.0 General Terms and Conditions. Any exceptions to the terms and conditions in the CSP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this CSP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the CSP and the Contract.

**4.8.0 FIRMNESS OF PROPOSAL.** Proposals shall be firm and effective ninety (90) days after date of submission. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.

**4.9.0 OFFER OR CONDUCT.** Beginning with your receipt of this Notice and during the proposal process, Offerors are not permitted to contact any YES PREP PUBLIC SCHOOLS Board of Trustees member, officer or employee, other than the YES PREP PUBLIC SCHOOLS Senior Director of Information Technology. No gratuities of any kind will be accepted, including meals, gifts or trips. Violation of these conditions will subject any offeror to immediate disqualification.

**4.10.0 NEW PRODUCTS/SERVICES:** New products that meet the scope of project may be added to the contract. Pricing shall be equivalent to either the percentage discount or proposed prices for other similar products. Contractor may replace or add products to the existing contract if it is replacing or supplementing products named in the contract, and are equal or superior to the original products offered. The new products shall be discounted in a similar or to a greater degree, and if the products meet the requirements of the proposal and Law, rules, policies and regulations. YES PREP PUBLIC SCHOOLS may require additions to be submitted with documentation from User Departments demonstrating an interest in, or a potential requirement for, the new product. YES PREP PUBLIC SCHOOLS may reject any additions without cause.

**4.11.0 NOVATION:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. YES PREP PUBLIC SCHOOLS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**4.12.0 FORMATION OF CONTRACT:** A response to this solicitation is an offer to contract with YES PREP PUBLIC SCHOOLS based upon the terms, conditions, scope of work, and specifications contained in this request. Clarifications, negotiations, if applicable, will become a part of the completed contract if included in the final contract document, duly executed by the Contractor and accepted by YES PREP PUBLIC SCHOOLS. An offer does not become a contract unless and until YES PREP PUBLIC SCHOOLS accepts it. A contract is formed when an YES PREP PUBLIC SCHOOLS Board of Trustees/Senior Director of Information Technology approves the complete offer and the Purchasing Director or Designee signs the final notification of award documents.

**4.13.0** Notwithstanding anything to the contrary contained in these terms and conditions, upon the District's acceptance of a proposal, the vendor and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the vendor of acceptance. Vendor will be notified by a "Letter of Award" issued by the Senior Director of Information Technology/designee. This letter, together with the vendors signed Proposal Forms, Purchase Order and Contract Documents will be defined as the "original" contract.

**4.14.0 OTHER REQUIREMENTS.** Any problems or discrepancies that are not covered by the above requirements should be directed to the Senior Director of Information Technology for a determination or clarification prior to any action taken on said problem or discrepancy. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

**4.15.0 ECONOMIC CONDITIONS.** Given the current economic conditions, the YES PREP PUBLIC SCHOOLS Purchasing Department is providing due diligence to the district in requesting the following documentation for any increase or change i.e.

- Pricing to YES PREP PUBLIC SCHOOLS
- Justification for change/increase
- Terms and conditions
- Market conditions
- Competitors
- Manufacturers/Distributors

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in YES PREP PUBLIC SCHOOLS area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed sixty (60) days before date of renewal.

**4.16.0 CLARIFICATION AND DISCUSSIONS**

YES PREP PUBLIC SCHOOLS may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between YES PREP PUBLIC SCHOOLS and Vendor can also take place after the initial receipt of proposals. YES PREP PUBLIC SCHOOLS reserves the right to conduct discussions with all, some, or none of the Vendor submitting proposals. YES PREP PUBLIC SCHOOLS will not assist the Vendor in the revision or modification of its proposal.

**4.17.0 NO GUARANTEE OF QUANTITIES**

YES PREP PUBLIC SCHOOLS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this CSP and the resulting contract, if any. YES PREP PUBLIC SCHOOLS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this CSP.

**4.18.0 FORMATION OF CONTRACT (EXECUTION OF OFFER)**

A response to this CSP is an offer to contract with YES PREP PUBLIC SCHOOLS based upon the terms, conditions, scope of work, and specifications contained in this CSP. Vendor(s) can submit their contract for negotiation/consideration. YES PREP PUBLIC SCHOOLS's CSP is the "ruling" contract document.

**4.19.0 MULTIPLE AWARDS**

YES PREP PUBLIC SCHOOLS reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with YES PREP PUBLIC SCHOOLS. YES PREP PUBLIC SCHOOLS may make multiple awards; this fact should be taken into consideration by each Vendor.

**4.20.0 NON-EXCLUSIVE CONTRACT**

Any contract resulting from this CSP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of YES PREP PUBLIC SCHOOLS and Participating School District members. YES PREP PUBLIC SCHOOLS and PSD members are free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at YES PREP PUBLIC SCHOOLS's or PSD members' sole discretion.

**Note: YES PREP PUBLIC SCHOOLS may elect to rebid project if in the best interest of the district.**

## 5.0 CONTRACT TERMS AND CONDITIONS

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These Contract Terms and Conditions are part of the final contract for each product and/or service contract awarded as a result of this CSP and the terms and conditions of each Purchase Order or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN WRITING DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by YES PREP PUBLIC SCHOOLS and eliminated from further consideration.

### CONTRACT BETWEEN YES PREP PUBLIC SCHOOLS AND ("VENDOR")

#### CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION

This Contract is entered into between YES PREP PUBLIC SCHOOLS and Vendor, having submitted a proposal in response to CSP No. **01-18-19E-Rate** issued by YES PREP PUBLIC SCHOOLS and whose proposal has been accepted and awarded by YES PREP PUBLIC SCHOOLS. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YES PREP PUBLIC SCHOOLS and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

#### 5.1.0 DEFINITIONS

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the CSP.

#### 5.2.0 USE OF CONTRACT BY PSD MEMBERS

Vendor agrees and understands that this CSP and Contract may be used to provide products or services for YES PREP PUBLIC SCHOOLS and other Participating School Districts.

#### 5.3.0 CONTRACT TERMS; AMENDMENT

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PSD member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by YES PREP PUBLIC SCHOOLS and, if necessary, the PSD member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the YES PREP PUBLIC SCHOOLS Superintendent or designee.

**5.4.0 ALL CONTRACTS AND AGREEMENTS** between Merchants and YES PREP PUBLIC SCHOOLS shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code or latest, Official Text.

**5.5.0 TERM OF CONTRACT; RENEWAL OF CONTRACT** The contract shall be for a period of one (1) to five (5). The first year of contract shall be July 1, 2019 to June 30, 2020 with the option to renew annually for up to an additional four (4) years, providing any subsequent renewal is agreed to in writing by both parties. In the event the proposal expires before a mutually agreed written and approved contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual written agreement.

#### 5.6.0 TERMINATION OF CONTRACT

This Contract shall remain in effect until:

- (1) the Contract expires by its terms, or
- (2) the Contract is terminated by mutual consent of YES PREP PUBLIC SCHOOLS and Vendor.



In the event of a breach or default of the Contract and/or the CSP by Vendor, YES PREP PUBLIC SCHOOLS reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of YES PREP PUBLIC SCHOOLS and/or PSD members.

YES PREP PUBLIC SCHOOLS further reserves the right to terminate the Contract immediately in the event Vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with this Contract and/or the CSP.

YES PREP PUBLIC SCHOOLS also reserves the right to terminate the Contract immediately, with written notice to Vendor, if YES PREP PUBLIC SCHOOLS believes, in its sole discretion that it is in the best interest of YES PREP PUBLIC SCHOOLS and/or PSD members to do so.

It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty. The termination will become effective and this Agreement shall terminate following the written notification of intent.

Vendor agrees that YES PREP PUBLIC SCHOOLS shall not be liable for damages in the event that YES PREP PUBLIC SCHOOLS declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

The District reserves the right to terminate this agreement upon failure of Company to perform per terms of this proposal, failure to perform per negotiated terms and conditions, or failure to comply with usual and customary practices of the industry and upon breach of any laws, rules or regulations. The District reserves the right to terminate the contract at any time for cause. Sixty (60) days advance termination notice will be given in writing to the Vendor(s). Vendor(s) shall, likewise, provide the District with ninety (90) days written notice of contract termination and either loss or reduction of any coverage.

#### **5.7.0 CHANGE ORDERS (IF APPLICABLE)**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for YES PREP PUBLIC SCHOOLS and PSD members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PSD member may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PSD member may grant general authority to an administrative official to approve the change orders. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

#### **5.8.0 COMPLIANCE WITH LAWS**

Vendor shall comply with all applicable federal, State, local, and State of Texas laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless

otherwise specifically provided in the PSD member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

### **5.9.0 CONFIDENTIALITY**

Vendor and YES PREP PUBLIC SCHOOLS agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and YES PREP PUBLIC SCHOOLS understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that YES PREP PUBLIC SCHOOLS and applicable PSD members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability YES PREP PUBLIC SCHOOLS and PSD members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, YES PREP PUBLIC SCHOOLS, or a PSD member and determined by YES PREP PUBLIC SCHOOLS or the PSD member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049). If any of the information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

### **5.10.0 TITLE AND RISK OF LOSS**

Whenever YES PREP PUBLIC SCHOOLS or a PSD member is purchasing (and not leasing) a product service under this Contract, title and risk of loss shall pass upon the later of YES PREP PUBLIC SCHOOLS or the PSD member's acceptance of the product or payment of the applicable invoice.

### **5.11.0 WARRANTY CONDITIONS**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of YES PREP PUBLIC SCHOOLS's or the PSD member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

### **5.12.0 CRIMINAL BACKGROUND HISTORY/CHECKING \*\***

(TEC, §22.0834; TEC, §22.085; Texas Government Code, §411.0845)

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- (a) Any offense against a child
- (b) Any sex offense
- (c) Any crimes against persons involving weapons or violence
- (d) Any felony offense involving controlled substances
- (e) Any felony offense against property
- (f) Any other offense the District believes might compromise the safety of students, staff, or property.

All contractors, subcontractors and their employees must submit to YES PREP PUBLIC SCHOOLS proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal history must be obtained by the successful Bidder/Proposer before any work is performed.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

### **CONTRACTOR RESPONSIBILITIES**

(see SB9 requirements: [http://www.tea.state.tx.us/index2.aspx?id=5535&menu\\_id=840&menu\\_id2=](http://www.tea.state.tx.us/index2.aspx?id=5535&menu_id=840&menu_id2=))

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

#### **5.13.0 CUSTOMER SUPPORT**

Vendor shall provide timely and accurate technical advice and sales support to YES PREP PUBLIC SCHOOLS staff and PSD members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request.

#### **5.14.0 YES PREP PUBLIC SCHOOLS AND/OR PSD MEMBERS' PROPERTY**

In the event of loss, damage, or destruction of any property owned by or loaned by YES PREP PUBLIC SCHOOLS or a PSD member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify YES PREP PUBLIC SCHOOLS or the PSD member and pay to YES PREP PUBLIC SCHOOLS or the PSD member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of YES PREP PUBLIC SCHOOLS's or the PSD member's determination of the amount due. If Vendor fails to make timely payment, YES PREP PUBLIC SCHOOLS or the PSD member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by YES PREP PUBLIC SCHOOLS or the PSD member.

#### **5.15.0 TAX EXEMPT STATUS**

YES PREP PUBLIC SCHOOLS and all PSD members that are Texas governmental entities are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of PSD members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. YES PREP PUBLIC SCHOOLS and PSD members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

#### **5.16.0 STATE OF TEXAS FRANCHISE TAX**

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

#### **5.17.0 TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold YES PREP PUBLIC SCHOOLS and the PSD member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

**5.18.0 ASSIGNMENT OF CONTRACT**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of YES PREP PUBLIC SCHOOLS. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of YES PREP PUBLIC SCHOOLS and, if applicable, the PSD member.

**5.19.0 NOTIFICATION OF MATERIAL CHANGE**

Vendor is required to notify YES PREP PUBLIC SCHOOLS Senior Director of Information Technology in writing when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**5.20.0 VENDOR PERFORMANCE**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

**VENDOR NON-PERFORMANCE**

If at any time, the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, YES PREP PUBLIC SCHOOLS reserve the right to:

- purchase on the open market and charge the vendor the difference between contract price and actual purchase price, or
- deduct such charges from existing invoice totals currently due, or
- cancel within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year.
- re-bid the service/product.
- award to next lower responsible Proposer, if accepted by same.

**5.21.0 SUBCONTRACTORS**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to YES PREP PUBLIC SCHOOLS and PSD members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between YES PREP PUBLIC SCHOOLS and any such subcontractor, nor shall it create any obligation on the part of YES PREP PUBLIC SCHOOLS or PSD members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

**5.22.0 NON-APPROPRIATION**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on YES PREP PUBLIC SCHOOLS or any PSD member by this Contract, YES PREP PUBLIC SCHOOLS and PSD members shall have the right to terminate this Contract, any Supplemental Contract, or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of YES PREP PUBLIC SCHOOLS or any PSD member if it is determined by YES PREP PUBLIC SCHOOLS or any PSD

member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, and/or any Purchase Order are commitments of the current revenue of YES PREP PUBLIC SCHOOLS and PSD members only.

### **5.23.0 ORDERING PROCEDURES**

Purchase Orders are issued by YES PREP PUBLIC SCHOOLS and/or PSD members to the Vendor according to this Contract and any Supplemental Contract between YES PREP PUBLIC SCHOOLS and the PSD member. PSD members must send Purchase Orders to Vendor, unless otherwise stipulated by YES PREP PUBLIC SCHOOLS.

### **5.24.0 INVOICES; PAYMENTS**

**5.24.1.** Vendor shall submit invoices, in duplicate, directly to YES PREP PUBLIC SCHOOLS or the PSD member at the appropriate location(s) specified by YES PREP PUBLIC SCHOOLS or the PSD member. Each invoice shall include YES PREP PUBLIC SCHOOLS's or the PSD member's Purchase Order number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during YES PREP PUBLIC SCHOOLS's or the PSD member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of YES PREP PUBLIC SCHOOLS's or the PSD member's receipt shall be made available upon request by YES PREP PUBLIC SCHOOLS or the PSD member.

**5.24.2.** YES PREP PUBLIC SCHOOLS or the PSD member will make payments directly to Vendor. YES PREP PUBLIC SCHOOLS or the PSD member placing the Purchase Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. YES PREP PUBLIC SCHOOLS shall not be liable for the indebtedness of any one PSD member.

**5.24.3.** TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by YES PREP PUBLIC SCHOOLS and any PSD member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date YES PREP PUBLIC SCHOOLS or the PSD member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date YES PREP PUBLIC SCHOOLS or the PSD member receives an invoice for the products or service. For PSD members whose governing bodies meet more than once a month or more often, payments are due by those PSD members within thirty (30) days after the later of the following: (1) the date the PSD member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the PSD member receives an invoice for product(s) or service(s).

Vendor agrees to pay any subcontractors the appropriate share of the payment received from YES PREP PUBLIC SCHOOLS or the PSD member not later than the tenth (10th) day after the date the Vendor receives the payment from YES PREP PUBLIC SCHOOLS or the PSD member. The exceptions to payments made by YES PREP PUBLIC SCHOOLS, a PSD member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

### **5.25.0 PRICING CHANGES**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to YES PREP PUBLIC SCHOOLS for acceptance or rejection by YES PREP PUBLIC SCHOOLS, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by YES PREP PUBLIC SCHOOLS prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any
- All price decreases shall be allowed for all products and/or services.

#### **5.26.0 RECORDS RETENTION**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to YES PREP PUBLIC SCHOOLS and/or PSD members under this Contract. These records and accounts shall be retained by Vendor and made available for review by YES PREP PUBLIC SCHOOLS and PSD members for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by YES PREP PUBLIC SCHOOLS or the PSD member of Vendor's final invoice or claim for payment in connection with this Contract, or the date YES PREP PUBLIC SCHOOLS or the PSD member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

#### **5.27.0 RIGHT TO REVIEW, AUDIT AND INSPECT**

YES PREP PUBLIC SCHOOLS, PSD members, any federal agency that has awarded federal funds/grant(s) to YES PREP PUBLIC SCHOOLS or a PSD member, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract. Inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters of interest to YES PREP PUBLIC SCHOOLS and/or PSD member(s) in connection with the Vendor's work for YES PREP PUBLIC SCHOOLS and/or PSD members, and shall be open to inspection and subject to audit/review and/or reproduction by YES PREP PUBLIC SCHOOLS, PSD member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

**5.27.1.** Vendor's compliance with this Contract and the requirements of the CSP.

**5.27.2.** Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate RS Means unit price book for JOC work performed for YES PREP PUBLIC SCHOOLS and/or PSD members.

**5.27.3.** Compliance with provisions for computing billings to YES PREP PUBLIC SCHOOLS and/or to PSD members.

**5.27.4.** Any other matter related to this Contract.

#### **5.28.0 INDEMNIFICATION**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS YES PREP PUBLIC SCHOOLS AND EACH PSD MEMBER, INCLUDING YES PREP PUBLIC SCHOOLS'S AND PSD MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS

CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY YES PREP PUBLIC SCHOOLS OR THE PSD MEMBER.

**5.29.0 GOVERNING LAW AND EXCLUSIVE VENUE**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving YES PREP PUBLIC SCHOOLS must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving YES PREP PUBLIC SCHOOLS but involving a PSD member and Vendor shall be governed by the laws of the state of the PSD member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the PSD member.

**5.30.0 MULTIPLE CONTRACT AWARDS; NON-EXCLUSIVITY**

YES PREP PUBLIC SCHOOLS reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of YES PREP PUBLIC SCHOOLS. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to YES PREP PUBLIC SCHOOLS and/or PSD members. During the Term of this Contract, YES PREP PUBLIC SCHOOLS and PSD members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

**5.31.0 NEW PRODUCTS**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from YES PREP PUBLIC SCHOOLS. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. YES PREP PUBLIC SCHOOLS may reject any proposed additions, without cause, in its sole discretion.

**5.32.0 NO SUBSTITUTION**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract/CSP. Vendor shall not deliver substitutes without prior written authorization from YES PREP PUBLIC SCHOOLS or the PSD member.

**5.33.0 PENALTIES**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, YES PREP PUBLIC SCHOOLS or the PSD member may take the following action(s), in the sole discretion of YES PREP PUBLIC SCHOOLS or the PSD member, and Vendor agrees to comply with the chosen action(s):

- 5.33.1** Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.33.2** Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by YES PREP PUBLIC SCHOOLS or the PSD member;
- 5.33.3** Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.33.4** Recommend to YES PREP PUBLIC SCHOOLS Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to YES PREP PUBLIC SCHOOLS and/or that this Contract be terminated.

**5.34.0 SAFETY**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by YES PREP PUBLIC SCHOOLS, PSD members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by YES PREP PUBLIC SCHOOLS or PSD members. Vendor shall indemnify and hold YES PREP PUBLIC SCHOOLS and/or the PSD member harmless

from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

### **5.35.0 WORKFORCE**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances While on the job or on YES PREP PUBLIC SCHOOLS and PSD members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on YES PREP PUBLIC SCHOOLS and PSD members' property.

### **5.36.0 SUPPLEMENTAL CONTRACTS**

A PSD member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract, developed as a result of this Contract and/or the CSP is exclusively between the PSD member and Vendor and shall have no effect or impact on YES PREP PUBLIC SCHOOLS, any other PSD member, or this Contract. Any Supplemental Contract between Vendor and a PSD member is exclusively between that specific PSD member and Vendor and will be subject to immediate cancellation by the PSD member (without penalty to the PSD member) if, in the opinion of the PSD member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract.

### **5.37.0 INSURANCE**

Vendor is required to provide YES PREP PUBLIC SCHOOLS and/or the PSD member with copies of certificates of insurance, naming YES PREP PUBLIC SCHOOLS and/or the PSD member as additional insured's for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. 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 YES PREP PUBLIC SCHOOLS and/or the PSD member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the PSD member is located, and shall be acceptable to YES PREP PUBLIC SCHOOLS and/or the PSD member. Vendor shall give YES PREP PUBLIC SCHOOLS or the PSD member a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the PSD member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

All policies of insurance shall waive all rights of subrogation against YES PREP PUBLIC SCHOOLS, PSD members, and YES PREP PUBLIC SCHOOLS and PSD members' officers, employees and agents.

Upon approval notice, certified copies of original insurance policies shall be furnished to YES PREP PUBLIC SCHOOLS and/or to PSD members.

YES PREP PUBLIC SCHOOLS/PSD Member, as requested, shall be named as an "additional insured" on insurance policies.

YES PREP PUBLIC SCHOOLS/PSD Member reserve the right to require additional insurance should YES PREP PUBLIC SCHOOLS or the PSD member deem additional insurance necessary, in their sole discretion.



**YES Prep Public Schools  
Insurance Requirements for Contractors**

Policy Type	Speakers/Presenters (Individual Consultants)	Professional Service Providers	Educational Entertainment*	Vendors, Construction, Repair, Maintenance, Service	Charter Bus Service
	Motivational Speakers, Judges, Private Lesson Providers, Choreographers, Etc.	Consultants, Trainers, Attorneys, CPAs, etc.	Rentals, Dancers, Animal Exhibitions, Inflatable Bouncers, Carnival Rides, Etc. (Including PTA's, PTO's, Corporate Sponsors or other event holders on premises)	Construction, Installation, Renovation, Building Modifications, Service, Maintenance or Repair Projects	
<b>Commercial General Liability</b>					
Each Occurrence	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Damage to Rented Premises	Not Required	Not Required	100,000	100,000	100,000
Medical Expenses	Not Required	5,000	5,000	5,000	5,000
Personal & Advertising Injury	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
General Aggregate	Not Required	1,000,000	1,000,000	2,000,000	1,000,000
Products - Completed Operations	Not Required	1,000,000	1,000,000	2,000,000	Not Required
Blanket Contractual	Not Required	Not Required	Not Required	Yes	Not Required
Independent Contractors	Not Required	Not Required	Not Required	Yes	Not Required
Broad Form Property Damage	Not Required	Not Required	Not Required	Yes	Not Required
Per Project Aggregate Limit	Not Required	Not Required	Not Required	Yes	Not Required
Pollution Liability (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Explosion, Collapse, Underground (If applicable)	Not Required	Not Required	Yes	Yes	Not Required
Sexual Abuse & Molestation	Not Required	1,000,000	1,000,000	1,000,000	1,000,000
Endorsements Required in favor of YES PREP PUBLIC SCHOOLS:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
<b>Commercial Auto Liability</b>					
Required if on campus					
Combined Single Limit	Not Required	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence
Uninsured/Underinsured Motorist Limit	Not Required				\$85,000 per occurrence
Medical Payments or Personal Injury Protection	Not Required				5,000
Sexual Abuse & Molestation	Not Required				1,000,000
Endorsements Required in favor of YES PREP PUBLIC SCHOOLS:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
<b>Umbrella Liability (Excess)</b>					
Excess of General, Automobile and Employers Liability	Not Required	100% of Proposal or Project; Minimum Limit \$1,000,000	100% of Proposal or Project; Minimum Limit \$1,000,000	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$25,000,000	5,000,000
Endorsements Required in favor of YES PREP PUBLIC SCHOOLS:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
<b>Statutory Workers' Compensation</b>					
Employers Liability	If required by law	Required	Required	Required	Required
Do you accept accident policies & District waivers (not DWC) in lieu of workers comp?	Varies	Varies	1,000,000	1,000,000	1,000,000
Endorsements Required in favor of YES PREP PUBLIC SCHOOLS:	Yes, unless Workers Comp is required by law	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>	No, <u>Worker's Compensation required</u>

Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
<b>All Risk Builders Risk/Installation Floater</b> if contract is with other than Vendor	Only if applicable	Only if applicable	Only if applicable	Greater of Value of Project or Property at Risk	Only if applicable
Deductible	Only if applicable	Only if applicable	Only if applicable	Subject to approval	Only if applicable
Flood	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Terrorism	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Permission to Occupy Granted	Only if applicable	Only if applicable	Only if applicable	Required	Only if applicable
Endorsements Required in favor of YES PREP PUBLIC SCHOOLS:					
Additional Insured	Not Required	Yes	Yes	Yes	Yes
Waiver of Subrogation	Not Required	Yes	Yes	Yes	Yes
Notice of Cancellation or Non Renewal	Not Required	30 Days	30 Days	30 Days	30 Days
<b>Professional Errors &amp; Omissions Liability</b> for certified professionals	Not Applicable	1,000,000	Not Applicable	100% of Proposal or Project; Minimum Limit \$1,000,000, Maximum Limit \$10,000,000	Not Applicable
Retroactive Date preceding Date of Contract	Not Applicable	Required	Not Applicable	Required	Not Applicable
Extended Reporting Period	Not Applicable	Required	Not Applicable	Required	Not Applicable
Insurance Company A.M. Best Rating	A- X	A- X	A- X	A- X	A- X
<b>Bonds</b>					
Proposal (Bid) Bond or Proposal Security	Not Applicable	Not Applicable	Not Applicable	10% of proposal sum	Not Applicable
Payment Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable
Performance Bond	Not Applicable	Not Applicable	Not Applicable	100% of contract sum	Not Applicable

\* Includes PTA's, PTO's, Corporate Sponsors, or other Event Holders using District property. Event coverage in the limits specified must be obtained. YES PREP PUBLIC SCHOOLS, its officers, employees, and elected representatives must be named as additional insured on the policies.

### 5.38.0 PARTICIPATION

Vendor acknowledges and agrees that continued participation is subject to YES PREP PUBLIC SCHOOLS's sole discretion and that Vendor may be removed at any time, with or without cause, in YES PREP PUBLIC SCHOOLS's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between YES PREP PUBLIC SCHOOLS and Vendor may be construed as a guarantee that YES PREP PUBLIC SCHOOLS or PSD members will submit any Purchase Order to Vendor at any time.

### 5.39.0 EQUAL OPPORTUNITY

It is the policy of YES PREP PUBLIC SCHOOLS not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

### 5.40.0 FORCE MAJEURE

Neither YES PREP PUBLIC SCHOOLS, any PSD member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond YES PREP PUBLIC SCHOOLS, any PSD member, or Vendor's control.

YES PREP PUBLIC SCHOOLS, PSD members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision.

The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. YES PREP PUBLIC SCHOOLS, PSD members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, YES PREP PUBLIC SCHOOLS shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of YES PREP PUBLIC SCHOOLS's or PSD members' contractual, legal, or equitable rights.

#### **5.41.0 SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **5.42.0 WAIVER**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

#### **5.43.0 ENTIRE AGREEMENT**

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the PSD member may be established to further detail the terms and conditions of the PSD member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to YES PREP PUBLIC SCHOOLS, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PSD member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

**5.44.0 INTERPRETATION**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**5.45.0 NOTICE**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery, certified registered mail, return receipt requested , email or fax.

Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested, fax or email.

**5.46.0 CAPTIONS**

The captions herein are for convenience and identification purposes only, are not an Integral part hereof, and are not to be considered in the interpretation of any part hereof.

**5.47.0 THROUGH INTERLOCAL AGREEMENTS**

It is anticipated that school districts will recognize the broad applicability of YES PREP PUBLIC SCHOOLS contracts and how they apply to school districts. All Suppliers should indicate their willingness to provide all or some of the goods and/or services requested in this proposal to other Districts. The responses to this proposal will be used as a baseline to determine which firms may be eligible for further participation in the district's marketing program. The marketing program is designed to help school districts improve their educational learning and business environments by the formation of mutually beneficial partnerships with firms that provide supportive expertise and services. While each Interlocal Agreement will encompass part, or all of the services requested, each will be individually adapted, using the response from this RFP/CSP, to the individual needs of the participating district. Separate, but related contracts, will be drawn to reflect Agreements on each additional district partnership. Even though the RFP/CSP has been developed to be as comprehensive as possible, it is impossible to assure that all services needed in every interlocal contract will be included in the RFP/CSP response. Therefore, all Suppliers responding positively to this section shall also agree that such additional goods and/or services may be needed to satisfy the requirements of future Interlocal Agreements to provide goods and/or services to other districts will be included as part of this RFP/CSP.

## 6.0 EVALUATION AND AWARD OF PROPOSAL(S)

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### 6.1.0 AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by YES PREP PUBLIC SCHOOLS to be the best value to YES PREP PUBLIC SCHOOLS. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

### 6.2.0 COMPETITIVE RANGE

It may be necessary for YES PREP PUBLIC SCHOOLS to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

### 6.3.0 EVALUATION OF PROPOSALS

The evaluation of the proposal will be performed by a committee consisting of designees of the district. It is critical to the ultimate award of this contract that this proposal be complete and accurate. While cost is an important factor, it should be understood that the district is under no obligation to accept the lowest proposal. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations (if applicable):

- (1) The purchase price; 30%
- (2) Vendor prior experience; 25%
- (3) Personnel Qualifications and Certifications 10%
- (4) Project Management Capability; 10%
- (5) Quality of the vendors good or services 20%
- (6) Has its principal place of business in the State of Texas 5%

#### 6.3.1 Vendor Business Capabilities:

- Responsiveness of the proposal related to the scope of the work.
- The ability, capacity, and skill of the proposer to perform the services on a timely basis.
- Reputation of the supplier as evidenced by YES PREP PUBLIC SCHOOLS and outside referrals.
- Experience and qualifications of the business and individual members of the business in accomplishing similar services
- The sufficiency of financial resources and ability of business to perform the contract.
- Past performance in the area of customer support will play an important part in the evaluation of proposals.

## **7.0 INSTRUCTIONS TO VENDORS (SUBMITTALS) (IF APPLICABLE)**

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### **7.1.0 SUBMISSION INSTRUCTIONS.**

An original and two (2) copies of the Proposal, typewritten or printed/written in ink, must be submitted. Sealed Request for Proposal must be properly labeled on the OUTSIDE of the envelope as follows:

**“CATEGORY 2: SWITCHES, CABLING, UPS AND INSTALLATION”**

Managing Director of Information Services  
YES Prep Public Schools  
5515 S Loop E Freeway, Ste B  
Houston, TX 77033

### **7.2.0 SUBMISSION SECTIONS REQUIRED**

1. Proposal Form/Submissions
2. References
3. Felony Conviction Notice
4. Certificate of Residency
5. Conflict of Interest Questionnaire
6. Debarment or Suspension Signature Form
7. Non-Collusion Statement
8. Deviation/Compliance Signature Form
9. Signature Form
10. E-Rate Terms Signature Form
  - a. Proof of Valid SPIN (Service Provider Identification Number).
  - b. Proof of valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted.
  - c. Proof of FCC Green Light Status.

## 8.0 SPECIFICATIONS

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**8.1.0 SCOPE of WORK** YES Prep ("District") seeks a Structured Cable LAN Network, Network Electronics, Servers, UPS's and Installation, if these items are applicable. YES PREP ("District") needs these devices installed, configured, and maintained.

### 8.1.1 NETWORK SYSTEMS (SECTION A)

YES Prep Public Schools is requesting quotations for Gigabit POE switches and GBICS (Cisco Catalyst or equivalent) and fiber patch cables for school site MDF and IDF's and the labor for physical installation and configuration into the network. Quotation must include line item pricing detail on all material and software required. Include a line item for all necessary installation labor; the switches must have lifetime warranty (NBD), included in the price. Quote should include the physical installation and configuration of switches on school networks including GBIC's and cables.

Line Item	Description	Location
1	Layer 3, rack-mountable managed switch. 48 port, with the following specs: <ul style="list-style-type: none"> <li>• At least 48, RJ45 - 10/100/1000/1000 PoE+ ports</li> <li>• Ports capable of supporting 2.5 gig for Wireless 802.11ac Wave 2 or 802.11.ax</li> </ul>	School Site MDF/IDF's
2	GBIC modules, to be used with switch on Line Item #1.	School Site MDF/IDF's
3	Fiber Patch Cables – 2 meter MM LC/LC Duplex 62.5/125	School Site MDF's and IDF's
4	Fiber Patch Cables – 2 meter MM LC/SC Duplex 62.5/125	School Site MDF's
5	Fiber Patch Cables – 2 meter SM LC/SC Duplex 8.3/125	School Site MDF's

School Site	Total Switches(#1) Required	Total Ports	Total 10 Gig
YES Prep West	2	48	2
YES Prep East End	5	48	2
YES Prep Southwest	3	48	2
YES Prep Gulfton	5	48	2
YES Prep Southeast	3	48	2
YES Prep North Central	2	48	2
YES Prep North Forest	4	48	2
YES Prep Brays Oaks	3	48	2
YES Prep 5 <sup>th</sup> Ward	4	48	2
YES Prep Northside	5	48	2
YES Prep White Oak	2	48	2
YES Prep Southside	4	48	2
YES Prep School 19	8	48	2

**Include this as part of the Proposal Form/Submissions**

**BID AMOUNT FOR ALL ITEMS above (itemize each)  
Parts and warranty \$ \_\_\_\_\_**

Tax if any \$ \_\_\_\_\_  
Shipping \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

1. Write in the totals above.
2. Attach an itemized, detailed quotation for all items, by school site.
3. Label the quotation: Section A – Network Hardware
4. Provide a separate quotation for any items on the above hardware list and/or on the amended hardware (if any) that are not fundable according to Year 21 SLD guidelines.



**8.1.2 CABLING AND Installation (SECTION B)**

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

The District is seeking a turn-key implementation, to include physical installation of cabling. Buildings vary on design and structure.

The proposed solution price must include a complete bill of materials, applicable shipping, and installation/professional services.

- 1. Cabling Needs – YES Prep School 19 (ONLY)
  - o Up to 288 Cat. 6 drops plenum rated to include all materials such as patch panels, patch cables, racks, etc.

**\*\*SEE Appendix A – “Tallyhoe - Data Drops & Pathways - 10-31-2018 “ MAPS for more information regarding drop locations**

**Include this as part of the Proposal Form/Submissions**

**BID AMOUNT FOR ALL ITEMS above (itemize each)**

**Parts and warranty \$ \_\_\_\_\_**

**Tax if any \$ \_\_\_\_\_**

**Shipping \$ \_\_\_\_\_**

**Total \$ \_\_\_\_\_**

- 1. Write in the totals above.
- 2. Attach an itemized, detailed quotation for all items, by school site.
- 3. Label the quotation: **Section B – Cabling and Installation for School Sites**
- 4. Provide a separate quotation for any items on the above hardware list and/or on the amended hardware (if any) that are not fundable according to Year 21 SLD guidelines.

### **8.1.3 UPS AND Installation (SECTION C)**

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

**The District is seeking a turn-key implementation, to include physical installation and configuration of UPS.**

**The proposed solution price must include a complete bill of materials, applicable shipping, and installation/professional services.**

1. MDF/IDF Location/Estimated quantity = School 19 with 1 MDF and 2 IDF
  - Maximum Output Capacity: 2700 Watts
  - Nominal Output Voltage: 230 Volts
  - Efficiency at Full Load: 98%
  - Input Connections: NEMA L5-30P
  - Output Connections: NEMA 5-15/20, L5-30P
  - Cord length: A minimum of 8 ft.
  - Battery type: Maintenance-free sealed lead-acid battery.
  - Rack Mountable, Size: 2U
  
2. PDU for MDF/IDF Location/Estimated quantity
  - Metered single phase 30A 120V 1U horizontal rackmount
  - Input Connection: NEMA L5-30P
  - Output Connections: 12 NEMA 5-15/20R

#### **Include this as part of the Proposal Form/Submissions**

**BID AMOUNT FOR ALL ITEMS above (itemize each)**

**Parts and warranty \$ \_\_\_\_\_**

**Tax if any \$ \_\_\_\_\_**

**Shipping \$ \_\_\_\_\_**

**Total \$ \_\_\_\_\_**

1. Write in the totals above.
2. Attach an itemized, detailed quotation for all items, by school site.
3. Label the quotation: **Section C – UPS and Installation for School Sites**
4. Provide a separate quotation for any items on the above hardware list and/or on the amended hardware (if any) that are not fundable according to Year 21 SLD guidelines.

## 8.2.0 MISCELLANEOUS CONSIDERATIONS

YES PREP PUBLIC SCHOOLS participates in the E-Rate program. Therefore:

- Bidder must agree to participate in Universal Service Fund (USF) Program (AKA “E-rate”) for the corresponding funding year(s).
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.
- Contracts should be contingent upon E-rate funding unless stated otherwise.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.
- Depending on E-rate funding, the district may choose to proceed with all or part of the projects, at the district’s discretion.
- All contracts awarded under this CSP bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for up to five consecutive one year terms.
- Any changes, additions, modifications, upgrades, etc. made during the effective dates of the initially signed contract **MUST** be taken care of with an **Amendment** to the contract, rather than requiring a new contract to be signed.

## 8.3.0 YES Prep Public Schools Campus List and Information

Campus Name	Address	Staff Count	Student Count	Device Count	Facility Square Footage
YES Prep East End	8211 Channelside/8301 Lawndale	84	946		64,762
YES Prep North Central	13703 Aldine Westfield	83	965		83,512
YES Prep North Forest	6602 Winfield	79	969		92,157
YES Prep Southeast	353 Crenshaw Rd	86	995		80,511
YES Prep Southwest	4411 Anderson Rd	81	977		54,066
YES Prep Gulfton	6565 De Moss	95	1075		89,267
YES Prep Brays Oaks	9000 W Bellfort	87	964		84,005
YES Prep Fifth Ward	1305 Benson	84	938		60,664
YES Prep Northside	5215 Jensen	88	941		53,347
YES Prep West	10535 Harwin	75	792		79,805
YES Prep Northwest	14741 Yorktown Plaza	15	144		86,500
YES Prep White Oak	5620 W Tidwell Rd	77	784		84,770
YES Prep Southside	5515 S Loop East	69	634		163,281
YES Prep Northline	5815 Airline Drive	27	296		108,482
YES Prep North Central	13703 Aldine Westfield	83	965		83,512
YES Prep School 19	8787 Tallyho Rd	10	150		94,512

**8.6.0 OTHER CONSIDERATIONS.** YES PREP PUBLIC SCHOOLS is currently in the process of renovating and building new campuses where additional fiber service may need to be added, or the demark location on site will need to be changed from the current location.

Details of these campuses completion statuses can be obtained closer to the installation date.

**8.8.0 SERVICE LEVEL GUARANTEES.** Successful proposals will include the vendor's written service level guarantee for the services and products proposed. The minimum warranty proposed on equipment should be three years. All reoccurring service fees for equipment should be included in the contract price proposed.

Final service level guarantee will be subject to negotiation. The vendor's proposal should reflect the best balance of cost and exposure to the district in the event of failure or outages.

**8.9.0 CONTRACT TERM.** The contract shall be for one (1) year, July 1, 2019, through June 30, 2020, with the option to renew annually up to an additional four (4) years, providing any subsequent renewal is agreed to in writing, by both parties. Vendors are welcome to propose alternate terms for consideration.

## 9.0 PROPOSAL FORM/SUBMISSIONS

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### 9.1.0 BIDDING ON 1 OR MORE SECTIONS

VENDOR(s) may bid only on one section or may bid on multiple sections at their option.

### 9.2.0 Discounts provided on price lists and catalogs

Detail the average discount provided by the Vendor on stated prices.

### 9.3.0 Freight, Delivery, Inspection & Acceptance

All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during YES PREP PUBLIC SCHOOLS or the PSD member's Regular Hours.

If defective or incorrect products are delivered, YES PREP PUBLIC SCHOOLS or PSD member may make the determination, at its sole discretion, to return the products to Vendor at no cost to YES PREP PUBLIC SCHOOLS or the PSD member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

**9.3.1** Describe Vendor's service procedure and state the proposed time frame from customer request to product or service delivery and completed.

**9.3.2** Describe how Vendor deals with shipping delays. How does Vendor notify its customers of delays?

**9.3.3** Detail Vendor's average percentage of on-time delivery.

### 9.4.0 Technical Resources (if applicable)

- a) Describe what technical resources Vendor will provide to support the PSD members' projects.
- b) Describe the measurement options Vendor intends on providing the PSD members.

### 9.5.0 Training (if applicable)

- a) Describe how Vendor will interact with YES PREP PUBLIC SCHOOLS. Include a process map.
- b) Describe Vendor's training program with YES PREP PUBLIC SCHOOLS staff and a proposed schedule of topics and include any proposed training literature or materials.
- c) Indicate who will be providing training, including their title, telephone number, fax number and e-mail address. Include résumé.
- d) Indicate who will be providing technical assistance, including their title, telephone number, fax number, and e-mail address. Include résumé.
- e) Describe the scope of training opportunities Vendor will make available to YES PREP PUBLIC SCHOOLS and/or PSD members, as needed.

### 9.6.0 Products & Services Summary Matrix

Provide a matrix that will allow YES PREP PUBLIC SCHOOLS to readily appraise Vendor's products and service offering versus other respondents, if available.

**9.7.0 Value Add Services Description**

Include any additional information you think YES PREP PUBLIC SCHOOLS should have when making their decision to select awarded Vendors. What valued added options does Vendor offer that are not defined or addressed in this format? If they are best described in the line item format, please add to designated area at the end of the line item list.

**9.8.0 Proposal Questionnaire.**

Questions in this package shall be completed and returned with the proposal. Offerors shall answer each question. Use additional pages if necessary, maintaining proper identification of items. If any question is not applicable (N/A) to your proposal, Offeror shall indicate in space for answering the question "N/A" rather leaving the question blank.

**9.9.0 Information on Your Organization.**

Submit general information about your organization. Comment in detail any potential changes anticipated in the organization structure or ownership. The District requires that if there are changes made in your organization which may affect the proposal submitted or the contract to be entered into with the District, it shall be incumbent upon the new organization to comply and meet with the terms of the proposal submitted and/or negotiated.

**9.10.0 Conflict of Interest form completed and signed.**

For the District to award a contract, the District must have on file the completed Conflict of Interest form. The Conflict of Interest Form must be complete with Company Name, Signature and Date even if company has no conflict of interest. **Section 13.0.\*\***

**9.11.0 YES PREP PUBLIC SCHOOLS**

**YES PREP** requires that award vendor(s) complete a "Request for Taxpayer Identification Number and Certification W-9, before payment(s) will be processed\*\*

## 10.0 REFERENCES

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(School Districts preferred, YES PREP PUBLIC SCHOOLS will consider two (2) Large Organizational references)

### REFERENCES

1. School System\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
2. School System\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
3. School System\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
4. School System\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
5. School System\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_

## 11.0 FELONY CONVICTION NOTICE

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, *Subsection (a)*, states, "a person or business entity that enter into a contract with a school district must give advance notice to the District if the person or 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.

*Subsection (b)* states "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 by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

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

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name \_\_\_\_\_  
*(Please print clearly or type)*

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony.

**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

\_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

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**Signature of Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:**

**Name and signature of company official should be the same as on the affidavit (Bid/Proposal Response Form).**

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for YES PREP PUBLIC SCHOOLS pursuant to this Bid/Proposal on any and all YES PREP PUBLIC SCHOOLS campuses or facilities. Vendor will not assign individuals to provide services at YES PREP PUBLIC SCHOOLS campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.



## 12.0 CERTIFICATE OF RESIDENCY

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The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. This law makes it necessary for the YES PREP PUBLIC SCHOOLS to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a \_\_\_\_\_ Resident Bidder \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 13.0 CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 2px;">OFFICE USE ONLY</div> <div style="padding: 2px;">Date Received</div>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">Signature of person doing business with the governmental entity</p> <p style="margin-left: 400px;">_____</p> <p style="margin-left: 400px;">Date</p>	

Adopted 06/29/2007

**NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.**

## 14.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM

### FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all 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.**

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

***(Type or printed)***

Title of Authorized Representative: \_\_\_\_\_

***(Type or printed)***

Signature of Authorized Company Official: \_\_\_\_\_

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

## **14.0 DEBARMENT OR SUSPENSION CERTIFICATION FORM**

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### **NON - FEDERAL FUNDS**

As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below YES PREP PUBLIC SCHOOLS – Non Federal Funds Certification by completing and signing this form.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services, Vendors receiving awards of contracts all subrecipients must certify that the organizations and its principals are not suspended or debarred.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

***(Type or printed)***

Title of Authorized Representative: \_\_\_\_\_

***(Type or printed)***

Signature of Authorized Company Official: \_\_\_\_\_

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

### 15.0 NON-COLLUSION STATEMENT

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"The undersigned affirms that he/she is duly authorized to execute this Bid/Proposal, that this company, corporation, firm, partnership or individual has not prepared this Bid/Proposal in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal as to prices, terms or conditions of said Bid/Proposal 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 Bid/Proposal"

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone # : \_\_\_\_\_ Fax # : \_\_\_\_\_

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

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

Position/Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Company Official Authorizing Bid/Proposal: \_\_\_\_\_

Name of Company Official: **(Please type/print)** \_\_\_\_\_

\_\_\_\_\_

Official Position: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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## 16.0 DEVIATION/COMPLIANCE SIGNATURE FORM

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Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

If Yes, please list below. Attach additional sheet(s) if warranted.

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## 17.0 SIGNATURE PAGE

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The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or disability unrelated to job performance of this Bid/Proposal.

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/Proposal Document. (Please initial in ink beside each addenda received.)

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
 Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned agrees to deliver all goods and/or services within \_\_\_\_\_ calendar days after receipt of order.

SUBMITTED BY:

Firm:

(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO  
BE CONSIDERED RESPONSIVE***

By: \_\_\_\_\_

(Original Signature)

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

(Typed or Printed Name)

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

(Typed or Printed Name)

\_\_\_\_\_ (Date)

Address: \_\_\_\_\_

City/State/Zip

\_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

***NOTE: Submit copy of Bidder's/  
Proposer's current W-9 Form***

Taxpayer Identification #: \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ Days

## 18.0 E-RATE TERMS SIGNATURE FORM

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Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

### 1) **E-RATE CONTINGENCY**

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

### 2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)



- d. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
- e. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- f. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- g. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- h. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- i. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- j. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding

price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

**5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

**6) FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_