

**Date Due: @ 2:00 PM
February 24th, 2020**

***Proposals received later than the above
date and time will not be considered.***

**YES Prep Public
Schools
REQUEST FOR
PROPOSAL**

**REQUEST FOR PROPOSAL
"RFP#YESP2020-02 – School Uniform Service"**

NOTE TO PROPOSERS: Carefully read all instructions, requirements, and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples and return as instructed in Special Requirements/Instructions. Inquiry Deadline for Proposal Questions: February 10th, 2020 @3pm (CST)

**RETURN PROPOSAL TO:
Kerem KUTUK
Purchasing Department
YES Prep Public Schools
5515 South Loop East, Suite B
Houston, Texas 77033**

For additional information, contact YES Prep Purchasing Department at procurement@yesprep.org or (713) 967-9000. You must sign below in INK; failure to sign WILL disqualify the proposal. All prices must be typewritten or printed in ink.

Vendor Name: _____

Vendor Address: _____

City, State, Zip Code: _____

FEDERAL EIN OR T.I.N.: _____

Telephone No.: _____ Fax No.: _____

Email: _____

Print Name: _____ Signature: _____

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

2. TENTATIVE RFP SCHEDULE

YES Prep anticipates following the following time table for this RFP:

- **Newspaper Ads:** January 28th, 2020 and February 4th, 2020
- **Inquiry Deadline for Proposal Questions:** February 10th, 2020 @3pm (CST)
- **Preproposal Conference:** February 10th, 2020 @3pm
- **Respond to Questions:** February 11th, 2020
- **Deadline for submission of proposals & Opening:** February 24th, 2020 @2pm
- **Proposal evaluation:** February 20th, 2020 – March 6th, 2020
- **Contract Award:** March 11th, 2020

The Initial term of the prospective contract is a period of two (2) years. YES Prep may elect to extend any contract awarded pursuant to this procurement solicitation for up to Three (3) additional one-year terms, with mutual consent. The maximum duration of any contract resulting from this procurement is a total of five (5) years.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (hereinafter "RFP") package. Suppliers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify **YES Prep Purchasing Department at procurement@yesprep.org or (713) 967-9000**. It is the Vendor's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. Cover Sheet

Your company name, address, and your signature (**IN INK**) should appear on this page.

2. Tentative RFP Schedule & Table of Contents

This page is the Table of Contents.

3. General Requirements

You should be familiar with all the General Requirements.

4. Special Requirements/Instructions

This section provides information you must know in order to make a complete and proper proposal.

5. YES Prep and Project Overview

This section contains the detailed description of the products/services sought.

6. Attachments

- A. Workers' Compensation Certification
- B. Insurance Coverage Requirements
- C. Scoring Rubric
- D. Attachment Package (A, B, C)
- E. Exhibits A, B, C, D, E, F, G, H, I, J, K and L

3. GENERAL REQUIREMENTS

ACCESS TO RECORDS

Proposer (hereinafter "Vendor") may be required to allow duly authorized representatives of YES Prep Public Schools (hereinafter "YES"), and local, state, and federal governments, access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Vendor.

CANCELLATION OF BIDS

Bids may be cancelled with 30 days' written notice with good cause.

AWARD

YES reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of YES and waive any and all minor irregularities in any proposal(s). YES further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended Request for Proposal (hereinafter "RFP") if such action is deemed in the best interest of YES.

PROPOSAL SUBMISSION

Fill out and return to Attn: Kerem KUTUK, Purchasing Manager YES Prep Purchasing Department, one ORIGINAL and one copy on a USB/FLASH DRIVE, as instructed under the Special Requirements section of this document. An authorized Vendor representative should sign the Cover Sheet and Proposer's Certifications and Signature Page. Completion of these forms is intended to verify that the Vendor has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Vendor has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed. All terms, conditions, specifications, stipulations, and Vendor requirements stated in the RFP, any attached Appendices to the RFP, and all Addenda issued shall become part of the contract entered into between YES and the Vendor.

Vendors must return all completed proposals to the office of Purchasing Department as indicated on the Cover Sheet of this package. **Late proposals will not be accepted.** It is the responsibility of the responding Vendor to assure that the response is received prior to the date and time indicated on the Cover Sheet of this package. **Proposals received after 2pm February 24th 2020 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.**

All proposals must be submitted with the enclosed offer form, signed felony conviction notice, conflict of interest questionnaire, and any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete will be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-

responsive. All questions regarding the meaning or interpretation of this RFP must be submitted in writing to **Kerem Kutuk – Purchasing Manager, at procurement@yesprep.org**. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. ALL QUESTIONS ARE DUE on February 10th, 2020 at 3pm. Any amendments will be issued as necessary. Until the final award by YES Prep Public Schools, YES reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of YES will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

DIGITAL FORMAT

If Vendor obtained the proposal specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this package. If, in its response, Vendor makes any changes whatsoever to the YES published RFP specifications, the RFP specifications ***as published*** by YES shall control. Furthermore, if an alteration of any kind to the RFP specifications as published is discovered after the contract is executed, the contract is subject to immediate cancellation at the sole option of YES.

DISQUALIFICATION OF VENDOR

Upon signing this RFP, Vendor certifies that the proposal has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if YES believes that collusion exists among the Vendors. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION

In evaluating the proposals submitted, YES Prep will apply the “Best Value” process in selecting the Vendor to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations (**SCORING RUBRIC - ATTACHMENT C**):

Evaluation Factors	Weighted Value
1. Discount Rate and Charges/Cost to YES PREP:	30 Points.
2. The quality of the vendor’s goods and services:	20 Points.
3. The extent to which the goods or services meet the District’s needs	20 Points.
4. Proposer’s size and structure:	10 Points.
5. Proposer’s past relationship with YES Prep or other public schools:	20 Points.
<u>Total:</u>	<u>100 Points</u>

YES reserves the right to contact references from the Vendor's client list, or any other persons considered relevant by YES. YES reserves the right to conduct personal interviews of any or all potential Vendors prior to selection.

YES will not be liable for any costs incurred by the Vendor in connection with such interviews or with the submission of any response.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of YES shall govern.

GOVERNING LAW

Any agreements resulting from this RFP shall be governed by, construed, and enforced in accordance with the laws of the State of Texas applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

HOLD HARMLESS AGREEMENT

The successful Vendor(s) shall indemnify, hold harmless, and defend YES, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, and causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct, or misconduct of the Vendor and its subcontractors, agents, and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting therefrom. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

INSPECTIONS

YES reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and needs of YES. If a Vendor cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, YES can reject the Vendor as inadequate.

TESTING

YES reserves the right to test equipment, supplies, materials, and goods proposed for quality, compliance with specifications, and ability to meet the needs of YES. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

INVOICES AND PAYMENTS

YES standard payment terms are Net 30 days after receipt of invoice. Invoices should be provided to YES in a timely manner. Vendors are requested to invoice YES within 30 days of providing goods and/or services to YES. Vendors who continuously invoice YES in a manner that is outside of generally accepted business practices may affect their continuing relationship with YES.

In the event a Vendor presents YES with invoices, statements, reports, etc. that are incomplete or inaccurate, YES may be required to perform substantial research which could result in delay of payment. YES will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices by Vendor.

PRICING

Prices and catalog discount for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame and/or method of determining price escalations, if any, by Vendor. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SCANNED OR RE-TYPED RESPONSE

If in its response, Vendor either electronically scans, re-types, or in some way reproduces the YES-published RFP package, then in the event of any conflict between the terms and provisions of the published RFP package, or any portion thereof, and the terms and provisions of the response made by the Vendor, the RFP package **as published** by YES shall control. Furthermore, if an alteration of any kind to the YES-published RFP package is only discovered after the contract is executed, the contract is subject to immediate cancellation at the sole option of YES.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications, and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may cause to reject the entire proposal.

TAXES

YES is exempt from federal, state, and local taxes. In the event that taxes are imposed on the goods or services purchased, YES will not be responsible for payment of the taxes. The Vendor shall absorb the taxes entirely. Texas Limited Sales Tax Exemption Certificates will be furnished to Vendors upon written request to YES Prep.

TERM CONTRACTS

The successful Vendor, as determined by YES, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Vendor shall obtain any interest or right in any award until YES has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Vendor may not assign, sell, or otherwise transfer its interest in the contract award, or any part thereof, without prior written consent from the YES.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by YES. However, the Vendor(s) awarded the contract shall furnish all required goods and/or services to YES at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a Vendor has reason to believe a better (more cost effective) method is practical, then the Vendor is encouraged to offer that better pricing option as an alternative in its submitted proposal. YES will consider that type of contract as it compares with other recommended contract options.

TERMINATION

This Agreement shall remain in effect until (1) the Agreement expires by its terms, (2) the Agreement is terminated by mutual agreement of YES and Vendor or (3) YES Prep's written notice to terminate the contract without cause with 60 days prior for convenience. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, YES reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of YES. YES further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. YES also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if YES believes, in its sole discretion, that it is in the best interest of YES to do so. Vendor agrees that YES shall

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

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to YES, either in whole or in part, if funds are not appropriated by the YES Board of Directors or otherwise not made available to YES.

WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Vendors may not limit or exclude any implied warranties.

ASSOCIATION

Vendors may not use the YES official logo(s), or any phrase associated with YES, without written permission from YES.

DISCLOSURE

All information and documentation related to this RFP submitted by Vendors may be subject to public disclosure under the Texas Public Information Act (Texas Government Code Section 552.001, et seq.).

EXCEPTIONS, ALTERATIONS, ADDITIONS, and MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by Vendor to any portion of this RFP, the Vendor must clearly indicate the exceptions, alterations, additions, and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, additions, or modifications will constitute acceptance by the Vendor of the RFP as proposed by YES. YES reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the Vendor. Issuance of this RFP does not commit YES, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate YES to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of YES.

RFP DELIVERY

Proposals may be mailed, or delivered to the Purchasing Department, 5515 South Loop East, Suite B, Houston, TX 77033. ***ALL PROPOSALS MUST BE RECEIVED NO LATER THAN January 28th, 2020 @ at 3pm CST. Proposers are required to provide one original and one digital duplicate on a flash drive/USB.*** The vendor is required to provide a sample of one polo shirt and Fleece jacket with the sealed proposal.

NON-PERFORMANCE BY VENDOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by YES on the basis of nonperformance. Non-performance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required personnel standards and operating performance standards;
3. Failure to maintain appropriate and/or necessary personnel licenses and certifications;
4. Failure to meet all vehicle inspections and certifications which are needed to comply with federal, state, and/or local requirements;
5. Failure to keep and maintain all required insurance coverage; and/or
6. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All Vendors must provide evidence of insurance or insurability and a Workers' Compensation Certificate (see Attachments C).

GOVERNMENT VIOLATIONS

Vendor shall notify YES of all health and safety violations, OSHA violations, wage and hour violations, or labor violations assessed by any city, state, or federal government department or agency.

NON-COMPLIANCE NOTIFICATION

In the event a Vendor is determined by YES to have failed to perform services in accordance with the requirements listed herein, YES will forward a written notification specifying the violation or the area of non-compliance to the Vendor. The Vendor in non-compliance shall immediately remedy all violations as determined by YES. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

OWNERSHIP

YES shall retain ownership rights to all materials or any other product produced in conjunction with the work described herein.

YES Prep and Project Overview

YES Prep Public Schools is a free, open-enrollment public school system that serves 14,000 students across twenty (20) schools in the Houston area. YES Prep has been ranked as among the top 100 public high schools in the nation by Newsweek and U.S. News & World Report. Every year, 100 percent of YES Prep's graduating seniors have been accepted into four-year colleges, including Harvard, Yale, Columbia, Rice, and Stanford. YES Prep combines a highly successful 6th-12th grade model along with high standards for student achievement.

YES Prep is seeking a Vendor to provide various Services across all YES Prep Campuses.

Locations

Campus	Address	Grade Levels Served 19/20
Brays Oaks	9000 West Belfort Houston, TX 77031	6th to 12th
East End	8329 Lawndale Street Houston, TX 77012	6th to 12th
Eisenhower	7922 Antoine Dr Houston, TX 77088	9 th to 12th
Fifth Ward	1305 Benson Houston, TX 77020	6th to 12th
Gulfton	6565 De Moss Houston, TX 77074	6th to 12th
Hoffman	6101 W Little York Rd Houston, TX 77091	6 th to 8 th
North Central	13703 Aldine-Westfield Houston, TX 77039	6th to 12th
Elementary 1	13703 Aldine-Westfield Houston, TX 77039	K to 2 nd 20/21
Northbrook HS	Raider Circle N #1 Houston, TX 77080	9 th to 12 th
Northbrook MS	3030 Rosefield Dr. Houston, TX 77080	6 th to 8th
Northline	5815 Airline Drive Houston, TX 77076	6th and 8th
Northside	5215 Jensen Drive Houston, TX 77026	6th to 12th
Northwest	14741 Yorktown Plaza Drive Houston, TX 77040	6th and 7th
Southeast	353 Crenshaw Road Houston, TX 77034	6th to 12th
Elementary 2	353 Crenshaw Road Houston, TX 77034	K to 2 nd 20/21
Southwest	4411 Anderson Road Houston, TX 77053	6th to 12th
West	10535 Harwin Houston, TX 77036	6th to 12th
White Oak	5620 West Tidwell Houston, TX 77091	6th to 12th
Hobby	8787 Tallyho Road Houston, TX 77061	6th
North Forest	6602 Winfield Rd, Houston, TX 77050	6th to 12th
Southside	5515 S Loop E Fwy, Houston, TX 77033	6th to 10th

RFP#YESP2020-02
SCHOOL UNIFORM SERVICES
TENTATIVE SCHEDULE

YES Prep Public Schools is receiving Requests for Proposals for **SCHOOL UNIFORM SERVICES RFP**.

The Initial term of the prospective contract is a period of two (2) year, the initial contract period shall be effective upon contract award and shall automatically renew up to three (1) one-year extensions, effective July 1, 2020 through June 30, 2025. Renewing the contract would imply doing so under the same terms and conditions.

The maximum duration of any contract resulting from this procurement is a total of **five (5) years**.

RFP SCHEDULE

YES Prep anticipates following the following time table for this RFP:

- **Newspaper Ads:** January 28th, 2020 and February 4th, 2020
- **Inquiry Deadline for Proposal Questions:** February 10th, 2020 @2pm (CST)
- **Preproposal Conference:** February 10th, 2020 @3pm
- **Respond to Questions:** February 11th, 2020
- **Deadline for submission of proposals & Opening:** February 24th, 2020 @2pm
- **Proposal evaluation:** February 20th, 2020 – March 6th, 2020
- **Contract Award:** March 11th, 2020

Submit Proposals to:
YES Prep Public Schools,
Attn: Purchasing Department
5515 S Loop E, Suite B Houston, TX 77033

YES Prep reserves the right to negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.

PROJECT DESCRIPTION

YES Prep Public Schools is seeking vendors to provide scholar uniforms for the grades listed below for the 2020- 2021 school year. The scholar uniforms would need to be available for families to purchase no later than July 1, 2020.

- **There is no guaranteed amount of business, expressed or implied, by YES Prep. The vendor selected will furnish all required goods and services at pre-negotiated prices and during agreed dates, times, and locations to YES Prep families.** If the vendor can provide incentive programs to encourage early buying, Free shipping, discounts, rebates, and/or free items, it should be described in the proposal. The vendor should keep in mind that over 90% of YES Prep scholars are low-income. **The maximum preferred price point for YES Prep families is \$12 per polo shirt.**
- The vendor bears the responsibility of managing all relationships with YES Prep families and collecting all payments. YES Prep staff bears no responsibility for ordering, distribution, or processing of complaints.
- All apparel items must be comfortable, stylish, durable, fit for the purpose for which they are acquired, of the highest grade of material and workmanship and free from defect (Sales of used / samples are not allowed)
- YES Prep will not be responsible for the payment of items ordered by YES Prep families. YES Prep will provide families with the contact information of the preferred provider of scholar uniforms.
- Upon Bid award vendor will provide sample packages to each campus (including the Home Office) for each size and product group and item, upon request.
- YES Prep will notify all families who the selected vendor is for uniform garments throughout the entire district and develop the appropriate protocols to ensure uniform expectations and vendors are clearly communicated and understood.
- **YES Prep shall not in any way be responsible for inventory surplus, nor shall it buy back any uniform components at the end of the contract term. Responsibility and liability for inventory rests solely with the vendor.** The vendor agrees to bear the burden of any start-up costs affiliated with this project, including but not limited to: planning, production, transportation, and distribution of uniform garments, the addition of storage facilities, the training of staff, or investment in equipment or technology. The responsibility of ordering, supplying, sorting, and distributing uniform components will be borne solely by the vendor. It is recommended that the vendor outlines all processes from design phase through production.
- The vendor shall propose a price per item and discount structure based on the quantity needed for each school (see the Pricing Proposal). The price must include heat transfer logo.

- The goal is to have one (1) vendor available for students to purchase entire uniform outfits as well as replacement components using a variety of different purchase methods. YES Prep families should be served through a variety of mediums including, but not limited to a retail store, an online store, on the phone, and through e-mail. YES prep families should have a basic expectation for a typical response time from the vendor. The vendor should also consider a variety of payment methods to best support YES Prep families. Itemized receipts should be provided to all YES Prep families.
- Vendor will fulfill order via shipping to the parents' home address (not to the campus), hand delivery, or providing a location for pick-up, directly to the parent. For hand delivery and or walk in sales A "Brick and Mortar" or storefront location within a reasonable distance of the school is preferred. Its vendor's responsibility to provide order confirmation.
- The vendor will serve as the primary provider of customer service to YES Prep families. Vendor employees should provide expedient, courteous, and high-quality customer service while maintaining a clean and organized environment conducive to an excellent customer experience.
- Orders shall be fulfilled within a maximum of two (2) weeks of vendor's receipt of payment. Ideally, the parent will receive the item at the time of payment.
- The vendor should be prepared to accept exchanges based on size or fit, as well as returns for damaged items. Returns or damaged items will be resolved between the vendor and the parent.
- Vendor will report to YES Prep Public Schools the quantity of items purchased and provide documentation, upon request.
- Vendors may be requested to attend an interview and provide apparel for inspection, based upon review of the initial response to the RFP. The time and date will be determined at a later date. The interview and apparel presentation date and time will be determined at the total discretion of YES Prep.
- All royalty payments shall be submitted to YES Prep Public Schools, Purchasing Department, Address: 5515 S Loop E Fwy b, Houston, TX 77033.
- YES Prep reserve the right to purchase other "spirit wear" throughout the contract.

SCOPE OF SERVICES

The projected enrollment of YES Prep for the 2020-2021 school year is around 15,000. These projections are not a guarantee of business.

Vendors should use the projections to forecast student uniform production. The selected vendor will be providing services to students, families, and staff for the locations listed below, as well as any future sites that may open during the terms of any agreement.

Current & Projected Enrollment			
Campus	Grade	Current Grades Served Total Qty.	20-21 Projected Enrollment
Brays Oaks	6th Grade- 12th Grade	968	972
East End	6th Grade- 12th Grade	947	928
Eisenhower HS	9th Grade - 12th Grade	461	396
Fifth Ward	6th Grade- 12th Grade	915	906
Gulfton	6th Grade- 12th Grade	1059	1030
Hobby	6th Grade- 7th Grade	149	287
Hoffman MS	6th Grade- 8th Grade	416	405
North Central Elementary	Kindergarten- 2nd Grade		375 *
North Central	6th Grade- 12th Grade	981	966
North Forest	6th Grade- 12th Grade	959	943
Northbrook HS	9th Grade - 12th Grade	756	649
Northbrook MS	6th Grade- 8th Grade	406	395
Northline	6th Grade-	437	535
Northside	6th Grade- 12th Grade	952	939
Northwest	6th Grade- 8th Grade	267	357
Southeast Elementary	Kindergarten- 2nd Grade		375 *
Southeast	6th Grade- 12th Grade	948	913
Southside	6th Grade- 11th Grade	708	729
Southwest	6th Grade- 12th Grade	1010	1003
West	6th Grade- 12th Grade	850	814
White Oak	6th Grade- 12th Grade	890	836
Total:		14079	14753

(*) New Elementary Schools 20-21

Future Expansion and Growth Plan:


Year 21-22 - 2 New Elementary and 1 New Middle Schools

Year 22-23 - 2 New Elementary Schools


Year 22-23 - 2 New Elementary Schools

Elementary Uniforms:


Pre K - 7th Line Item I-

Item info	Item Details	Projection		
		SY 20-21	SY 21-22	
Item:	YES Prep White Polo			
	Grade Levels:	Pre K - 7th	Alternative	
	Brand	Gildan Dry Blend	Brand:	
	Item No.	G728B or G880B or similar	Item#:	
	Specs - 65% polyester, 35% preshrunk cotton double piqué, Fabric Weight: 6 oz - DryBlend® technology delivers moisture-wicking properties - side-seamed - contoured welt collar - welt cuffs - heat transfer Logo (3"x3") – as pictured or campus logos - two dyed-to-match buttons - double-needle bottom hem - clean finished placket with reinforced bottom box			
	Alternate Specs:			
	Youth- XS	150	350	
	Youth- Small	800	1600	
	Youth- Medium	600	1000	
	Youth- Large	1000	1400	
	Youth- XL	100	200	
		Total Quantity	2650	4550
		Price/each:		
		Free Shipping:	Yes	No
	Cost for Shipping:			
Volume Pricing offer for Bulk Orders:				
Volume Pricing offer for Bulk Orders:				


Pre K - 7th Line Item II-

Item info	Item Details		Projection	
			SY 20-21	SY 21-22
Item:	YES Prep Navy Blue Polo			
	Grade Levels:	Pre K - 7th	Alternative	
	Brand	Gildan Dry Blend	Brand:	
	Item No.	G728B or G880B or similar	Item#:	
	Specs: - 65% polyester, 35% preshrunk cotton double piqué, Fabric Weight: 6 oz - DryBlend® technology delivers moisture-wicking properties - sideseamed - contoured welt collar - welt cuffs - heat transfer Logo (3"x3") – as pictured - two dyed-to-match buttons - double-needle bottom hem - clean finished placket with reinforced bottom box		Alternate Specs:	
	Youth- XS		600	1200
	Youth- Small		2000	3000
	Youth- Medium		3000	4000
	Youth- Large		8000	9000
	Youth- XL		400	1000
		Total	14000	18200
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			


Pre K - 7th Line Item III-

	Item info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue Soft Shell Jacket			
	Grade Levels	Pre K- 7th	Alternative	
	Brand	Port Authority	Brand:	
	Item No.	Y317 or similar	Item#:	
	Specs	Alternate Specs: - 100% Polyester woven shell bonded to a water-resistant film insert and a 100% lining,1000Mm fabric waterproof rating, - 1000G/M2 Fabric breathability rating -Zip-through cadet collar with chin guard, - heat transfer Logo (3"x3") – as pictured		
	Color	Navy Blue		
	Youth- XS		150	300
	Youth- Small		200	500
	Youth- Medium		500	900
	Youth- Large		650	1200
	Youth- XL		400	800
		Total	1900	3700
		Price/each:		
		Free Shipping:	Yes	No
	Cost for Shipping:			
Volume Pricing offer for Bulk Orders:				


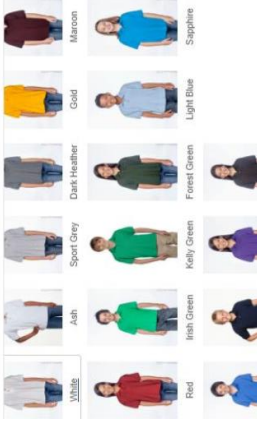
Pre K - 7th Line Item IV-

	Item Info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue 1/4 Zip Cadet Collar Sweatshirt			
	Grade Levels	Pre-K - 7th	Alternative	
	Brand	Jerzees Youth NuBlend	Brand:	
	Item No.	995Y or similar	Item#:	
	Specs	Alternate Specs:		
	- 8oz 50/50 cotton/poly NuBlend pill resistant fleece -High-stitch density for a smooth-printing canvas -Stylish zip-through cadet collar - Covered Aluminum zipper for maximum print area -Rib knit cuffs and waistband -Double-needle coverstitching on armholes and waistband - heat transfer Logo (3"x3") – as pictured			
	Color	Navy Blue		
	Youth- XS		250	500
	Youth- Small		400	900
	Youth- Medium		600	1000
	Youth- Large		750	1500
	Youth- XL		500	1000
		Total	2500	4900
		Price/each:		
	Free Shipping:	Yes	No	
	Cost for Shipping:			
Volume Pricing offer for Bulk Orders:				


Pre K - 7th Line Item V-

 <p>Front</p>	Option 1– IN CAMPUS PRIMARY COLOR SPIRIT SHIRTS			
	Item Info	Item Details	Projection (Total of Various Colors)	
			SY 20-21	SY 21-22
	YES Prep Spirit T-Shirt			
	Grade Levels	Pre-K - 7th	Alternative	
	Brand	Bella + Canvas	Brand:	
	Color	Campus Primary Colors	Item#:	
 <p>Back</p>	Specs - 4.2 oz., 100% airlume combed and ringspun cotton, 32 singles - Unisex youth sizing - Retail fit, - Color: Various by campus primary colors - Side seamed - Pre-shrunk - TearAway™ label - Front and back heat transferred Full color customization (Sample imagery for Hobby Campus)			
	Alternate Specs:			
	Youth- XS		250	500
	Youth- Small		400	900
	Youth- Medium		700	1000
	Youth- Large		900	1300
	Youth- XL		1100	1500
		Total	3100	4700
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			

Pre K - 7th Line Item V(OPTION)


<p>(sample imagery for North Forest Campus)</p> 	Option 2 – IN CAMPUS PRIMARY COLOR SPIRIT SHIRTS			
	Item Info	Item Details	Projection (Total of Various Colors)	
			SY 20-21	SY 21-22
	YES Prep Spirit POLO			
	Grade Levels	Pre-K - 7th	Alternative	
	Brand	Gildan	Brand:	
	Color	Campus Primary Colors	Item#:	
	Logo:	Unique Campus Logo (white) - front		
	Item No.	G728B or G880B or similar or similar		
	<div>  </div>			
COLORES	<p>Specs</p> <ul style="list-style-type: none"> - 65% polyester, 35% preshrunk cotton double piqué, Fabric Weight: 6 oz - DryBlend® technology delivers moisture-wicking properties - sideseamed - contoured welt collar - welt cuffs - heat transfer Logo (3"x2") – as pictured - two dyed-to-match buttons - double-needle bottom hem - clean finished placket with reinforced bottom box <p>Alternate Specs:</p>			
	Youth- XS		250	500
	Youth- Small		400	900
	Youth- Medium		700	1000
	Youth- Large		900	1300
	Youth- XL		1100	1500
		Total	3100	4700
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			

Pre K - 7th Line Item VI

	Item info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue Cardigan			
	Grade Levels	Pre K- 7th	Alternative	
	Brand	Classroom Uniforms	Brand:	
	Item No.	Style 56432 or similar	Item#:	
	Specs Unisex Cardigan Sweater, 100% Acrylic flat knit has 4 button placket and two functional welt pockets. Machine washable- heat transfer Universal Logo (3"x3") – as pictured	Alternate Specs:		
	Color	Navy Blue		
	Youth- XS		150	300
	Youth- Small		200	500
	Youth- Medium		500	900
	Youth- Large		650	1200
	Youth- XL		400	800
		Total	1900	3700
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			


Middle-High School Uniforms:

Middle-High Line Item: I

Item info	Item Details		Projection	
			SY 20-21	SY 21-22
Item:	YES Prep White Polo			
	Grade Levels:	8th -12th	Alternative	
	Brand	Gildan Dry Blend	Brand:	
	Item No.	G728 or G880 or similar	Item#:	
	<div><div>Specs<ul style="list-style-type: none">- 65% polyester, 35% preshrunk cotton double piqué, Fabric Weight: 6 oz- DryBlend® technology delivers moisture-wicking properties- side-seamed- contoured welt collar- welt cuffs- heat transfer Logo (3"x3") – as pictured or Campus Logo per campus per order see below for pricing- two dyed-to-match buttons- double-needle bottom hem- clean finished placket with reinforced bottom box</div><div>Alternate Specs:</div></div>			
	Adult XS		250	300
	Adult Small		650	750
	Adult Medium		550	600
	Adult Large		300	400
	Adult XL		125	175
	Adult 2XL		30	50
	Adult 3XL		20	20
	Adult 4XL		20	20
	Adult 5XL		15	15
	Total		1960	2330


Universal Logo for All Orders	Price/each:		
Campus Logo for Each Campus Order	Price/each:		
	Free Shipping:	Yes	No
Cost for Shipping:			
Volume Pricing offer for Bulk Orders:			

Middle-High Line Item: II


Item info		Item Details		Projection	
				SY 20-21	SY 21-22
Item:		YES Prep Navy Blue Polo			
		Grade Levels:	8th -12th	Alternative	
		Brand	Gildan Dry Blend	Brand:	
		Item No.	G728 or G880 or similar	Item#:	
		Specs: - 65% polyester, 35% preshrunk cotton double piqué, or 50%, 50% Fabric Weight: 6 oz - DryBlend® technology delivers moisture-wicking propertiess - sideseamed - contoured welt collar - welt cuffs - heat transfer Logo (3"x3") – as pictured or Campus Logo per campus per order see below for pricing - two dyed-to-match buttons - double-needle bottom hem - clean finished placket with reinforced bottom box			
		Alternate Specs:			
		Adult XS		2200	2600
		Adult Small		4500	5200
		Adult Medium		4100	5000
		Adult Large		2500	3000
		Adult XL		100	250
		Adult 2XL		225	300
		Adult 3XL		40	55
		Adult 4XL		10	10
		Total		13680	16420

Universal Logo for All Orders	Price/each:		
Campus Logo for Each Campus Order	Price/each:		
	Free Shipping:	Yes	No
Cost for Shipping:			
<u>Volume Pricing offer for Bulk Orders:</u>			



Middle-High Line Item: III

	Item info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue Soft Shell Jacket			
	Grade Levels	8th -12th	Alternative	
	Brand	Port Authority	Brand:	
	Item No.	J317 or similar	Item#:	
	Specs	Alternate Specs: - 100% Polyester woven shell bonded to a water-resistant film insert and a 100% lining, 1000Mm fabric waterproof rating, - 1000G/M2 Fabric breathability rating -Zip-through cadet collar with chin guard, - heat transfer Logo (3"x3") – as pictured		
	Color	Navy Blue		
	Youth- XS		150	300
	Youth- Small		200	500
	Youth- Medium		500	900
	Youth- Large		650	1200
	Youth- XL		400	800
		Total	1900	3700
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			



Middle-High Line Item: IV

	Item Info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue 1/4 Zip Cadet Collar Sweatshirt			
	Grade Levels	8th -12th	Alternative	
	Brand	Jerzees Super Sweats NuBlend	Brand:	
	Item No.	4828M or similar	Item#:	
	Specs - 9.5oz 50/50 cotton/poly NuBlend pill resistant fleece -High-stitch density for a smooth-printing canvas -Brass-toned zipper -Double-needle coverseamed neck, armholes and waistband - 1X1 rib knit cuffs and waistband with spandex -Ash (formerly Birch) - heat transfer Logo (3"x3") – as pictured	Alternate Specs:		
	Color	Navy Blue		
	Adult XS		100	150
	Adult Small		700	850
	Adult Medium		700	850
	Adult Large		550	700
	Adult XL		250	300
	Adult 2XL		100	150
	Adult 3XL		500	500
	Adult 4XL		5	15
	Adult 5XL		5	5
		Total	2910	3520
		Price/each:		
		Free Shipping:	Yes	No
		Cost for Shipping:		
	Volume Pricing offer for Bulk Orders:			


Middle-High Line Item: V

	Item Info	Item Details	Projection		
			SY 20-21	SY 21-22	
 <p>Front</p>	YES Prep Spirit T-Shirt		Alternative		
	Grade Levels	6th -12th	Brand:		
	Brand	Bella + Canvas	Item#:		
	Color	Campus Colors (Unique Color Per Campus)			
	Logo/Design	Name of each school (Back), Mascot of each Campus (Front)			
	Item No.	3001			
	Specs - 4.2 oz., 100% airlume combed and ringspun cotton, 32 singles - Unisex youth sizing - Retail fit, - Color: Various by campus primary colors - Side seamed - Pre-shrunk - TearAway™ label - Front and back (unique) heat transferred Full color customization (Sample imagery for Hobby Campus)		Alternate Specs:		
	Adult XS		2200	2600	
	Adult Small		4500	5200	
	Adult Medium		4100	5000	
Adult Large		2500	3000		
 <p>Back</p>	Adult XL		100	250	
	Adult 2XL		225	300	
	Adult 3XL		40	50	
	Adult 4XL		10	20	
	Adult 5XL		10	10	
		Total	13690	16430	
		Price/each:			
		Free Shipping:	Yes	No	
		Cost for Shipping:			
			Volume Pricing offer for Bulk Orders:		

Middle-High Line Item: V (OPTION)

<p>(sample imagery for North Forest Campus)</p> 	Option 2 – IN CAMPUS PRIMARY COLOR POLO SPIRIT SHIRTS					
	Item Info		Item Details		Projection (Total of Various Colors)	
					SY 20-21	SY 21-22
	YES Prep Spirit Polo					
	Grade Levels		8th -12th			
	Brand		Gildan			
	Color		Campus Colors (Unique Color Per Campus)			
	Logo:		Unique Campus Logo (Full Color) - front			
	Item No.		G728B or G880B or similar or similar			
	<p>COLORS</p> 	Specs - 65% polyester, 35% preshrunk cotton double piqué, Fabric Weight: 6 oz - DryBlend® technology delivers moisture-wicking properties - side-seamed - contoured welt collar - welt cuffs - heat transfer Campus Logo (3"x2") – as pictured - two dyed-to-match buttons - double-needle bottom hem - clean finished placket with reinforced bottom box				
Adult XS			2200	2600		
Adult Small			4500	5200		
Adult Medium			4100	5000		
Adult Large			2500	3000		
Adult XL			100	250		
Adult 2XL			225	300		
Adult 3XL			40	50		
Adult 4XL			10	20		
Adult 5XL			10	10		
		Total	13690	16430		
Different Logo Per Campus		Price/each:				
		Free Shipping:		Yes No		
		Cost for Shipping:				
Volume Pricing offer for Bulk Orders:						

Middle-High Line Item: VI

	Item info	Item Details	Projection	
			SY 20-21	SY 21-22
	YES Prep Navy Blue Cardigan			
	Grade Levels	8th -12th	Alternative	
	Brand	Classroom Uniforms	Brand:	
	Item No.	Style 56432 or similar	Item#:	
	Specs	Alternate Specs:		
	Unisex Cardigan Sweater, 100% Acrylic flat knit has 4 button placket and two functional welt pockets. Machine washable- heat transfer Universal Logo (3"x3") – as pictured			
	Color	Navy Blue		
	Adult XS		100	150
	Adult Small		700	850
	Adult Medium		700	850
Adult Large		550	700	
Adult XL		250	300	
Adult 2XL		100	150	
Adult 3XL		500	500	
Adult 4XL		5	15	
Adult 5XL		5	5	
	Total	2910	3520	
	Price/each:			
	Free Shipping:	Yes	No	
	Cost for Shipping:			
Volume Pricing offer for Bulk Orders:				

LINE ITEM I:

RFP#YESP2020-02 – School Uniform Services

Reference Size Chart:

ADULT SIZES										
	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
REGULAR/TALL* CHEST	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63
REGULAR/TALL* NECK	14½-15	15-15½	15½-16	16-16½	16½-17	17-17½	17½-18	18-18½	18½-19	19½-20½
REGULAR/TALL* LONG SLEEVE ARM LENGTH	30½	32	34	35	36½	37½	38½	39½	40½	41½
WAIST	26-28	29-31	32-34	35-37	38-40	41-43	44-47	48-51	52-54	55-57
*Tail styles are up to 2" longer than regular sizes in body and sleeve length. Tail sizes: LT-4XL.										
LADIES SIZES										
	XS	S	M	L	XL	XXL	3XL	4XL	5XL	6XL
SIZE	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30	32/34	36/38
BUST	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55	56-59	60-63
WAIST	24-26	27-28	29-30	31-33	34-36	37-39	40-43	44-47	48-51	52-55
HIP	34-36	37-38	39-40	41-43	44-46	47-49	50-53	54-57	58-61	62-65
YOUTH SIZES										
	XS	S	M	L	XL					
SIZE	4	6/8	10/12	14/16	18/20					
CHEST	25-26	26-28	28-30	30-32	32-34					
WAIST	24-25	25-26	26-27	27-28	28-31					

-CHECK LIST-

1. **ORIGINAL RFP** - All submittals must be included in the RFP package returned on **February 24th, 2020 @2pm**. It is recommended that each submittal be typed on a separate sheet of paper with the heading "Response to Submittal for ***RFP#YESP2020-02 – School Uniform Services***" at the top and the name of the Vendor underneath.
2. **REQUIRED SUBMISSIONS**
 - a. Original SEALED RFP Package –
CATEGORY SELECTION FORM, PROPOSAL FORM, CURRENT PRICE LIST
 - b. Proposal on Flash Drive/USB
3. **WORKERS' COMPENSATION CERTIFICATE (Attachment A)**
4. **INSURANCE COVERAGE REQUIREMENTS (Attachment B)**
5. **SCORING RUBRIC (Attachment C)**
6. **PROPOSER' S CERTIFICATIONS AND SIGNATURE PAGE**
7. **REFERENCE FORM**
8. **REQUIRED EXHIBITS (A,B,C,D,E,F,G,H,I,J,K,L)**

WORKERS' COMPENSATION CERTIFICATE (Attachment A)

YES requires Vendor to provide workers' compensation as per state law requirements. The Vendor shall sign and submit the following certificate with the written proposal:

- Minimum Workers' Compensation and Employer's Liability Limits
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

Vendor Name

Signature of Authorized Agent

Date Signed

Note: Vendor may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said aforementioned coverage if the current coverage does not meet the stated minimum requirements.

INSURANCE COVERAGE REQUIREMENTS (Attachment B)

General and Excess Liability Minimum Coverages

- General Liability: \$1,000,000
- Auto Liability: \$1,000,000
- Deductibles, of any type, are the responsibility of the vendor/contractor.

Vendor Name

Signature of Authorized Agent

Date Signed

YES will be named as Additional Insured on the Certificate of Insurance if the Vendor is awarded a contract.

SCORING RUBRIC (ATTACHMENT C)

YES will utilize the following RFP Evaluation Rubric for evaluation of ***YES Prep RFP#YESP2020-02 – School Uniform Services*** for current twenty school locations and schools will be opened in 2020, 2021:

- 1. Charges/Cost to YES PREP: 30 Points.**
 - a. Favorable = 30 Points. Unfavorable = 0 points.
 - b. Evaluate the Overall Value of proposed discount for the selected categories, materials and services to be provided.

- 2. The quality of the vendor's goods and services: : 20 Points.**
 - a. Favorable = 20 Points. Unfavorable = 0 points.
 - b. Proposal defines final product and scope in enough detail that YES can confidently determine that the proposed product will be met.

- 3. The extent to which the goods or services meet the District's needs: 20 Points.**
 - a. Favorable = 20 Points. Unfavorable = 0 points.

- 4. Proposer's size and structure: 10 Points.**
 - a. Favorable = 10 Points. Unfavorable = 0 points.

- 5. Proposer's past relationship with YES Prep or other public schools: 20 Points.**
 - a. Favorable = 20 Points. Unfavorable = 0 points.

Total:

100 Points

Proposer's Certifications and Signature Page

The undersigned authorized representative of proposer, on behalf of proposer, represents and acknowledges that:

1. the undersigned is authorized to negotiate and to enter contractual relationships on behalf of Proposer;
2. the undersigned has carefully examined the RFP package, including all terms and conditions, the Agreement, evaluation criteria, responsibilities of proposers, scope and specifications, etc.
3. proposer offers to furnish and deliver any goods and/or services submitted pursuant to this RFP at the prices quoted in the submitted proposal and to strictly comply with all terms and conditions of this RFP, the Agreement, and proposer's proposal, unless any exceptions are noted in writing in the submitted proposal;
4. if any part of proposer's proposal is accepted, proposer will furnish all goods and/or services awarded under this RFP at the prices quoted in the submitted proposal and proposer will strictly comply with all terms and conditions associated of this RFP, the Agreement, and proposer's proposal, unless any exceptions are noted in writing in the submitted proposal and are accepted by YES Prep;
5. the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of the proposal, and agrees to notify YES of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this RFP;
6. proposer is in compliance with all federal, state, and local environmental codes, laws, and statutes; and.
7. by submitting a proposal, proposer agrees to waive any claim it has or may have against YES Prep and their responsive directors, employees, or agents arising out of or relating to (1) the administration, evaluation, or recommendation of any proposal; (2) any requirements under the RFP or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a contract, if any.

Unless otherwise stated, this Agreement is for a period of **two (2) year** with an option to renew annually for an additional **four (3) years** with mutual consent. Renewals are subject to Vendor Performance Evaluation(s) and review.

Legal Company Name

Address

City/State/Zip

Telephone No.

Fax No.

Tax ID number

Authorized Signature

Printed Name / Title

E-mail Address

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

REFERENCE FORM

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

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

EXHIBIT A

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the proposer to submit the attached proposal. Affiant further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the proposer had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this procurement solicitation.

Signed

Subscribed and sworn before me this _____ day of , _____, _____

Notary Public (or Clerk or Judge)

My commission expires _____

EXHIBIT B

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states a "public school" may terminate a contract with a person or business entity if the "public school" 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 "public school" must compensate the person or business entity for services performed before the termination of the contract".

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.

VENDOR'S NAME: _____

SIGNATURE OF AUTHORIZED COMPANY OFFICIAL: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PLEASE PRINT): _____

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

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

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

Exhibit C

CERTIFICATION OF RESIDENCY

To comply with the non-resident vendor laws detailed in Chapter 2252 of the Texas Government Code, YES Prep must determine the residency of its vendors. YES Prep may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid 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. See TEX. GOV'T CODE § 2252.003. This requirement does not apply to a contract involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by YES Prep in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T CODE § 2252.001.

Vendor is a resident bidder. ☐Yes ☐No

City and state of Vendor's principal place of business:_____

A. Does your "resident state" require proposers whose principal place of business is in Texas to give preference to proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

☐Yes ☐No

B. If yes, what is the prescribed amount or percentage? \$_____ or _____%

Certification: I certify that the information provided above is true and correct.

Signature of Authorized Representative

Name (Please Print)

Title

Exhibit D

DEBARMENT AND SUSPENSION CERTIFICATION

This certification is required by the Federal Regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, for the Department of Agriculture (2 CFR Part 417), Department of Labor (29 CFR Part 98), Department of Education (2 CFR Part 3485), and Department of Health and Human Services (2 CFR Part 276). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By signing this certification, the undersigned accepts the following terms:

1. The certification herein below is a material representation of fact upon which YES Prep will provide reliance if and when a contract is entered into.
3. The proposer will provide immediate notice to YES Prep if at any time it learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The proposer agrees that, should a contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
5. Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this certification form and submit the explanation with its proposal.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

Exhibit E

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature of Authorized Representative: _____

Printed Name & Title: _____

Exhibit F

State of Texas Health & Human Services Commission

Child Support Certification

I. Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

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

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

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

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

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

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

II. In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____

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

Signature

Title

Printed Name

Date

Exhibit G

SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to YES Prep that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. YES Prep will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by YES Prep;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) a felony offense under Title 5, Texas Penal Code;
 - (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
 - (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor before January 1, 2008—Any law enforcement or criminal justice agency;
- For employees hired by Contractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to YES Prep Public Schools ("YES Prep") that **[check one]**:

☐ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify YES Prep in writing **within 3 business days**.
- (3) Upon request, Vendor will provide YES Prep with the name and any other requested information of covered employees so that YES Prep may obtain criminal history record information on the covered employees.

If YES Prep objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at YES Prep.

I also certify to YES Prep on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

EXHIBIT H

SB 9 CONTRACTOR CERTIFICATION: **SUBCONTRACTOR EMPLOYEES**

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to YES Prep and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. YES Prep will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by YES Prep; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on

conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ ("Contractor"), to provide services in connection with the contract between YES Prep Public Schools ("YES Prep") and Contractor. I, the authorized signatory for Subcontractor, certify to YES Prep and Contractor that [check one]:

- ☐ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify YES Prep in writing within 3 business days.
- (3) Upon request, Subcontractor will provide YES Prep with the name and any other requested information of covered employees so that YES Prep may obtain criminal history record information on the covered employees.

If YES Prep objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at YES Prep.

I also certify to YES Prep and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature _____

Title _____

Date _____

Exhibit I

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by YES Prep for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by YES Prep, YES Prep reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by YES Prep, YES Prep reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. YES Prep also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if YES Prep believes, in its sole discretion that it is in the best interest of YES Prep to do so. The vendor will be compensated for work performed and accepted and goods accepted by YES Prep as of the termination date if the contract is terminated for convenience of YES Prep. Any award under this procurement process is not exclusive and YES Prep reserves the right to purchase goods and services from other vendors when it is in the best interest of YES Prep.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-

1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by YES Prep on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by YES Prep, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704,

as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by YES Prep, the vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by YES Prep, the vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by YES Prep, the vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by YES Prep, the vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by YES Prep, the vendor certifies that during the term and after the awarded term of an award for all contracts by YES Prep resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the

awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (J) Procurement of Recovered Materials – When federal funds are expended by YES Prep, YES Prep and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended YES Prep, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by YES Prep

for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by YES Prep for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Exhibit J

Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of YES Prep or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Signature _____

Title _____

Date _____

Exhibit K

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

Exhibit L

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above </td> </tr> <tr> <td colspan="2"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div> </td> </tr> <tr> <td colspan="2"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.) See instructions. </td> <td> Requester's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code </td> <td></td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	6 City, state, and ZIP code		7 List account number(s) here (optional)	
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Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> </table>	Social security number				-		-		or		Employer identification number				-		-	
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ► _____	Date ► _____
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
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Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

END OF YES RFP PACKAGE