

**Date Due: June 8<sup>th</sup> @2PM CST**

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

**YES Prep Public  
Schools  
REQUEST FOR  
PROPOSAL**

**REQUEST FOR PROPOSAL**

**RFP#YESP2021-03 K-12 Instructional Software And Learning Management Tools**

**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: May 28th, 2021 2pm 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](mailto: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:** **May 17th, 2021 and May 24th, 2021**
- **Inquiry Deadline for Proposal Questions:** **May 28th, 2021 2pm CST**
- **Respond to Questions:** **May 28th, 2021 5pm CST**
- **Deadline for submission of proposals & Opening:** **June 8th, 2021 2pm CST**
- **Contract Award:** **TBA**

The Initial term of the prospective contract is a period of one (1) year and shall automatically renew each year unless terminated by either party for additional four (4) year if needed. 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**.

## 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](mailto: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 – Scope of Work

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

### 6. Proposer's Certification Page and Refence Form

### 7. Attachment Package – Required Documents

### 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.

#### COMMUNICATIONS STATEMENT

Contact between vendors and YES Prep (No Response Required) personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact YES Prep personnel may result in disqualification. All communication shall go through the Purchasing Department during this competitive process. All questions received, and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

#### 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 the "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, June 8th, 2021 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](mailto: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 by 2pm CST, May 28th, 2021** 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):**

<b>Points</b>	<b>Criteria</b>	<b>Description</b>
40	Pricing (Charges/Cost to YES PREP)	<ul style="list-style-type: none"> <li>• Products, Services, Warranties, etc. price list.</li> <li>• Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.</li> </ul>
10	Proposer's size and structure	
20	The extent to which the goods or services meet the District's needs - Technology for Supporting the Program	<ul style="list-style-type: none"> <li>• Specifications and features offered by respondent's products and/or services</li> </ul>
20	Proposer's past relationship with YES Prep or other public schools	<ul style="list-style-type: none"> <li>• Ability to Provide and Perform the Required Services for the Contract</li> </ul>
10	Proposers' Diversity Credentials	<ul style="list-style-type: none"> <li>• SBA, Women &amp;/or Minority Owned Businesses and others</li> </ul>

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.

#### **4. SPECIAL REQUIREMENTS/INSTRUCTIONS**

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 June 8th, 2021 @ 2pm CST. Proposers are required to provide one original and one digital duplicate on a flash drive/USB.***

***DUE TO PANDEMIC, OVERNIGHT OR EXPRESS DELIVERY SERVICES ARE INCREASINGLY EXPERIENCING LATE DELIVERY TO HOME OFFICE. IT FALLS UPON THE OFFEROR TO ENSURE THEIR PACKAGE IS SENT WITH SUFFICIENT LEAD TIME TO ENSURE DELIVERY BEFORE THE DATE AND TIME SHOWN IN THE RFP. PLEASE EMAIL TRACKING INFORMATION TO [PROCUREMENT@YESPREP.ORG](mailto:PROCUREMENT@YESPREP.ORG).***

***The Purchasing Office will accept hand delivery on June 8th<sup>th</sup> from 10:00am– 2pm CST.***

#### **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 and D).

**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.

## 5. SCOPE OF WORK

YES Prep Public Schools is requesting proposals from educational software distributors and/or value added resellers qualified to provide Educational Software Solutions and Services from various manufactures. Vendors who offer these solutions either individually or in a combination are qualified to respond to this solicitation. Offerors must be able to provide end users with proof that their software is aligned with applicable state standards upon request. In the response

The intent of this solicitation is to establish a contract to provide a wide range of educational software solutions and services to YES Prep Public Schools. Therefore, Offerors are encouraged to propose their complete catalog. **The following is a list of suggested categories, but not limited to:**

- **Instructional Software**
- **Test Preparation Software**
  - **Online State of Texas Assessments of Academic Readiness (STAAR), End-of-Course (EOC) Test Preparation, Texas Success Initiative (TSI), Online Scholastic Assessment Test (SAT) and American College Test (ACT) Test Preparation.**
- **Language Learning Software**
- **Teacher Communication & Training Software**
- **Consulting & Services**
- **Mass Notification**
- **Virtual Classroom**
- **Mobile Learning**
- **Remote Online Tutoring Services**
- **Online Learning Environment & Web-Based Curriculum**
- **Supplemental Online Learning: This includes any online learning that is not a student's primary education experience. Supplemental learning would cover content that is used to build core skills or provide support to other primary educational methods. This could include access to activities that address Whole Child Social and Emotional Learning, supplemental assistance in test preparation, Advanced Placement courses, or advanced support in reading, writing and mathematics.**

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that is regularly maintained by the manufacturer or vendor of an item.

A zero discount off catalog proposal is permitted, but YES Prep encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to YES Prep. Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation.

This is a NEGOTIATED procurement and as such, award, or awards, will not necessarily be made to the firm submitting the lowest priced proposal. Awards will be made to firm or firms submitting the best responsive proposal, satisfying YES Prep's requirements. In making the determination of which proposals are deemed acceptable for award, the District shall consider the following criteria during

the evaluation process:

<b>Points</b>	<b>Criteria</b>	<b>Description</b>
40	Pricing (Charges/Cost to YES PREP)	<ul style="list-style-type: none"> <li>• Products, Services, Warranties, etc. price list.</li> <li>• Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.</li> </ul>
10	Proposer's size and structure	
20	The extent to which the goods or services meet the District's needs - Technology for Supporting the Program	<ul style="list-style-type: none"> <li>• Specifications and features offered by respondent's products and/or services</li> </ul>
20	Proposer's past relationship with YES Prep or other public schools	<ul style="list-style-type: none"> <li>• Ability to Provide and Perform the Required Services for the Contract</li> </ul>
10	Proposers' Diversity Credentials	<ul style="list-style-type: none"> <li>• SBA, Women &amp;/or Minority Owned Businesses and others</li> </ul>

**Firms, immediately upon acceptance to oral presentation phase, will, at no cost to the District, provide YES Prep evaluation team members temporary access to all aspects of the proposed system for online viewing and quality/functionality assessment. Firms must provide detailed instructions, with relevant screenshots, on how evaluators log-in and maneuver within the system and ensure uninterrupted access 24-hours/day, 7-days/week, throughout the duration of the evaluation period.**

## 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.

The Initial term of the prospective contract is a period of one (1) year and shall automatically renew each year unless terminated by either party for additional four (4) year if needed. 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**.

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: \_\_\_\_\_

**-CHECK LIST-**

1. **ORIGINAL RFP** - All submittals must be included in the RFP package returned on **June 8th, 2021 @ 2pm CST**. It is recommended that each submittal be typed on a separate sheet of paper with the heading "Response to Submittal **RFP#YESP2021-03 K-12 Instructional Software And Learning Management Tools**" at the top and the name of the Vendor underneath.

**REQUIRED SUBMISSIONS**

- 1- Original SEALED RFP Package
  - **Proposer's Certifications and Signature Page**
  - **REFERENCE FORM**
  - **Proposal**
2. Proposal on Flash Drive/USB
3. **Attachment Package**
  - **WORKERS' COMPENSATION CERTIFICATE**
  - **INSURANCE COVERAGE REQUIREMENTS**
  - **SCORING RUBRIC**
  - **ANTI-COLLUSION AFFIDAVIT**
  - **FELONY CONVICTION NOTICE**
  - **CERTIFICATE OF RESIDENCY**
  - **CONFLICT OF INTEREST QUESTIONNAIRE**
  - **DEBARMENT OR SUSPENSION CERTIFICATION FORM**
  - **AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**
  - **SPECIAL EXHIBIT – State & Federal Certifications and Provisions**
  - **W9**

## **6. ATTACHMENT PACKAGE**

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## WORKERS' COMPENSATION CERTIFICATE

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.

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## INSURANCE COVERAGE REQUIREMENTS

### General and Excess Liability Minimum Coverages

- General 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 **RFP#YESP2021-03 K-12 Instructional Software And Learning Management Tools**

- |  |                          |
|--|--------------------------|
| <b>1. Charges/Cost to YES PREP:</b>  | <b>40 Points.</b>        |
| <ul style="list-style-type: none"> <li>a. <i>Favorable = 40 Points. Unfavorable = 0 points.</i></li> <li>b. <i>Evaluate the Overall Value of proposed discount for the selected categories, materials, and services to be provided. Purchase price including long-term cost to the District to acquire the goods or services.</i></li> </ul>     |                          |
| <b>2. The extent to which the goods or services meet the District's needs:</b>   | <b>20 Points.</b>        |
| <ul style="list-style-type: none"> <li>a. <i>Favorable = 30 Points. Unfavorable = 0 points.</i></li> <li>b. <i>Proposal defines final product/service and scope in enough detail that YES can confidently determine that the proposed product will be met.</i></li> <li>c. <i>Proposer's the capacity for employment verification</i></li> </ul> |                          |
| <b>3. Proposer's size and structure:</b>   | <b>10 Points.</b>        |
| <ul style="list-style-type: none"> <li>a. <i>Favorable = 10 Points. Unfavorable = 0 points.</i></li> </ul>   |                          |
| <b>4. Proposer's past relationship with YES Prep or other public schools:</b>  | <b>20 Points.</b>        |
| <ul style="list-style-type: none"> <li>a. <i>Favorable = 15 Points. Unfavorable = 0 points.</i></li> </ul>   |                          |
| <b>5. Other: Proposers' Diversity Credentials, if any</b>  | <b>10 Points.</b>        |
| <ul style="list-style-type: none"> <li>a. <i>Favorable = 5 Points. Unfavorable = 0 points.</i></li> <li>b. <i>Women &amp;/or Minority Owned Businesses, Texas Local Business, SBA and others</i></li> </ul>  |                          |
| <b><u>Total:</u></b>   | <b><u>100 Points</u></b> |

**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 or employee 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 contact pursuant to this procurement solicitation.

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My commission expires \_\_\_\_\_

**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:

\_\_\_\_\_  
\_\_\_\_\_

**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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <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><b>3</b> 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><b>4</b> 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-left: 40px;">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: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> 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><b>6</b> <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><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

### **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: \_\_\_\_\_

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

## Special Exhibit:

### 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

## **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

**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 \_\_\_\_\_

---

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

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**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

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

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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

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.	Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

**OR**

<b>Employer identification number</b>	
[ ] [ ] [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### 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 ▶

### 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](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**END OF YES RFP PACKAGE**