

Date Due: July 12th, 2021  
DUE NO LATER THAN 2:00 P.M.  
LOCAL TIME IN HOUSTON, TEXAS  
*Proposals received later than the above  
date and time will not be considered.*

**YES Prep Public  
Schools  
Request for Sealed  
Proposal  
Cover Sheet**

**REQUEST FOR SEALED PROPOSAL: RFP – 2021-03 Playground Equipment, Fall Surface, Site Prep and Concrete Works**

***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.***

**RETURN PROPOSAL TO:  
Cheris Kotalik  
Construction Manager  
5515 S Loop E, Suite B  
Houston, Texas 77033**

For additional information, contact Cheris Kotalik at [Cheris.Kotalik@yesprep.org](mailto:Cheris.Kotalik@yesprep.org) or 713-967-8351.

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

Taxpayer Identification Number (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.]**

## TENTATIVE SCHEDULE:

- Legal ads: 23rd and 30th June 2021
- Questions due on: July 1<sup>st</sup>, 2021
- Response to questions will be posted: July 2<sup>nd</sup>, 2021
- Bids due on: July 12<sup>th</sup>, 2021
- Evaluations: July 12<sup>th</sup> – 16<sup>th</sup>, 2021
- Award: TBA

## TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this **Request for Sealed 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 Cheri Kotalik, Construction Manager, immediately at **Cheri.Kotalik@yesprep.org or 713-967-8351**.

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. Table of Contents**

This page is the Table of Contents.

**3. General Requirements**

You should be familiar with all of the General Requirements.

**4. Special Requirements/Instructions**

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

**5. Scope of Work & Special Conditions**

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

**6. Required Submittals**

## **INTRODUCTION**

YES, Prep Public Schools is a free, open-enrollment public school system that serves 15,000 students across nineteen (19) 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.

## **3- GENERAL REQUIREMENTS**

Proposals will be accepted by Yes Prep Public Schools no later than 2:00 p.m. (local time), **July 12th, 2021**. Every proposal must be enclosed in a sealed envelope clearly marked "**RFP – 2021-03 Playground Equipment, Fall Surface, Site Prep and Concrete Works**" and shall include **two hard copies, and one digital copy on a USB/FLASH DRIVE.**

All questions, requests, responses, and proposals shall be submitted **IN WRITING** to:

**Cheris Kotalik, Construction Manager**

**Yes Prep Public Schools**

**5515 S Loop E, Suite B**

**Houston, TX 77033**

**[Cheris.Kotalik@yesprep.org](mailto:Cheris.Kotalik@yesprep.org)**

Questions and responses regarding this RFP will be posted to the Yes Prep Public Schools web site during the RFP phase so all interested parties will have access to the same information. Web site is located at: <http://www.yesprep.org/notices>

The appropriate committee shall review all timely responses, and if necessary, the full Board of Trustees prior to acceptance/bid award. Responses may be hand delivered. Any response or proposal received after the above deadline shall be considered late and will not be opened or considered.

### **Time Frame**

The timeframe for all responses must be complete and in possession of YES Prep Public Schools by 2:00 p.m. (local time) on **July 12th, 2021**. Each submission/proposal must be complete. Any incomplete responses may be rejected. All respondents will comply with this RFP as a basis for the award of the proposal.

### **Approval**

The actual acceptance of any proposal may be delayed. Therefore, all responses must remain valid for a period of no less than one hundred and twenty (120) days. It is intended that proposals will be recommended to the Board of Trustees at an upcoming board meeting. The Board of Trustees reserves the right to reject any and all proposals.

### **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.

## **AWARD**

YES Prep 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 Prep and waive any and all minor irregularities in any proposal(s). YES Prep 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 Prep.

## **OFFER COMPLETION**

Fill out and return to Cheri Kotalik, Construction Manager, one complete proposal form, and two copies, as instructed under the Special Requirements section of this document. An authorized Vendor representative should sign the Cover Sheet. 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 any and all Addenda issued shall become part of the contract entered into between YES Prep and the Vendor.

## **OFFER RETURNS**

Vendors must return all completed proposals to the office of Cheri Kotalik 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.

## **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 Prep published RFP specifications, the RFP specifications **as published** by YES Prep 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 Prep 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:

1. The quality and range of goods and/or services the Vendor proposes to provide;
2. The extent to which the goods and/or services meet YES Prep needs;
3. The Vendor's overall experience, reputation, expertise, stability, and financial responsibility;
4. The Vendor's past relationship, if any, with YES Prep;
5. The experience and qualifications of the Vendor staff (i.e. drivers, supervisors, dispatchers, mechanics, etc.) that will be assigned to service the YES Prep account;
6. The ability to provide service in a safe, reliable, expedient, and efficient manner;
7. Facilities and business processes and practices (computerized information systems, access to industry facilities, quality and range of management reports, etc.) that will be used in servicing the YES Prep account;
8. The Vendor's financial terms offered to YES Prep;
9. The total long-term cost to YES Prep to acquire the Vendor's goods or services; and/or
10. Any other relevant factor(s) specifically listed in the RFP.

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

YES Prep 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 Prep 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 Prep, 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 Prep 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 Prep can reject the Vendor as inadequate.

### **TESTING**

YES Prep reserves the right to test equipment, supplies, materials, and goods proposed for quality, compliance with specifications, and ability to meet the needs of YES Prep. 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 Prep standard payment terms are Net 30 days after receipt of invoice.

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

In the event a Vendor presents YES Prep with invoices, statements, reports, etc. that are incomplete or inaccurate, YES Prep may be required to perform substantial research which could result in delay of payment. YES Prep 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 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 Prep-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 Prep shall control. Furthermore, if an alteration of any kind to the YES Prep-published RFP package is only

discovered after the contract is executed, the contract is subject to immediate cancellation at the sole option of YES Prep.

### **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 be cause to reject the entire proposal.

### **TAXES**

YES Prep is exempt from federal, state, and local taxes. In the event that taxes are imposed on the goods or services purchased, YES Prep 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 Prep, 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 Prep 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 Prep.

### **QUANTITY**

There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by YES Prep. However, the Vendor(s) awarded the contract shall furnish all required goods and/or services to YES Prep 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 Prep will consider that type of contract as it compares with other recommended contract options.

### **TERMINATION**

YES Prep reserves the right to terminate the contract without cause with 60 days prior written

notice for convenience and with 30 days prior written notice for cause if Vendor breaches any of the terms therein, including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which YES may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to YES's satisfaction, and/or to meet all other obligations and requirements.

If the Vendor breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, YES Prep will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the Vendor.

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

#### **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 Prep, either in whole or in part, if funds are not appropriated by the YES Prep Board of Directors or otherwise not made available to YES Prep.

#### **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 Prep official logo(s), or any phrase associated with YES Prep, without written permission from YES Prep.

#### **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 Prep. YES Prep 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 Prep, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate YES Prep 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 Prep.

## **MODIFICATION/WITHDRAWAL OF PROPOSAL**

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission or in person, before the response date.

## **PAYMENT TERMS**

Invoices that are submitted by the awarded contractor are required to provide accurate and current addresses including any discounts for early payment. Payment of undisputed invoices will be paid monthly provided that the invoices are received by dates provided to the winning bid. Disputed portions of invoices will be held until the dispute is resolved.

## **PROPOSAL REQUIREMENTS**

- Vendor is required to provide evidence of a valid State of Texas Business License
- Vendor is required to provide an insurance certificate with YES Prep named as an additional insured.

**The entity legally responsible for fulfilling this agreement shall be identified in the proposal response.**

### **Right to Seek a New Proposal**

**YES Prep Public Schools reserves the right to receive, accept, or reject any and all proposals for any or all reasons.**

Proposals will be awarded to the best overall respondent as determined to be in the best interests of Yes Prep. In comparing the responses to this RFP and making awards, YES Prep may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance and assurances in the proposal in addition to that of the proposal price.

It is the responsibility of the vendor to ensure that the equipment proposed is fully functional with existing two-way radio equipment: handheld radios, base stations and school bus radios.

### **Applicable Law**

The successful Contractor(s) agrees that they shall comply with all local, state and federal laws, statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In the event that any claims should arise with regards to this contract, for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Huntington County Community School Corporation harmless for any damages, including court costs or attorney fees which might be incurred.

### **Dispute resolution**

It is expected that any conflicts or disagreements can be settled through face-to-face meetings. Unresolved disputes will require mediation before filing litigation. Both parties will split the cost of mediation.

## **4- SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **EVALUATION AND AWARD**

This RFP in no manner obligates YES Prep to the eventual rental, lease, or purchase of any equipment or service described, implied, or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of YES Prep and may be terminated at any time prior to the signing of the contract.

YES Prep may initiate discussions with Vendor personnel authorized to contractually obligate the Vendor. Discussions will develop into negotiating sessions with the successful Vendor(s). If YES is unable to agree to contract terms, YES Prep reserves the right to terminate contract negotiations with a Vendor and initiate negotiations with another Vendor. YES Prep reserves the right to select services and products from any number of Vendors if, in its sole discretion, it is in the best interest of YES Prep to do so.

Evaluation will consider the Vendor(s) best meeting the needs and requirements of YES Prep and such evaluation and determination of best value shall be solely at the discretion of YES Prep. **Purchase price is not the only criteria that will be used in the evaluation process.**

Submission of qualifications implies the Vendor's acceptance of the evaluation criteria and Vendor's recognition that subjective judgments can and will be made by those individuals evaluating qualifications.

References, site visits, and product inspections may be used to make judgments directly affecting the award of this contract.

### **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 Prep on the basis of non-performance. 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 Prep to have failed to perform services in accordance with the requirements listed herein, YES Prep 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 Prep. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

**OWNERSHIP**

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

## 5- SCOPE OF WORK & SPECIAL CONDITIONS

- All contractors to price each scope of work as separate lines items listed below in reference to the Architectural drawings provided:
  - I. Site Prep: Tree Protection, Sheet L:0.01
  - II. Concrete Walk Path & access joints: Sheet L:2.01, Sheet L:2.01
  - III. Concrete Pads: Sheet L:2.01, Sheet L:2.01
  - IV. Playgrounds: Provide 2 set of playgrounds – **Little Tikes Commercial or similar.**
  - V. Fall Surface: Poured in place rubber fall surface.
  - VI. Shades: **Shades on drawing provided for reference only. No Shades required for this project.**
- Tree protection to be provided by contractor and in place before any work can start.
- Concrete to include the walking path and concrete pads for picnic tables. Contractor will be responsible to final grade any area disturbed after all concrete is installed. Picnic tables provided by Owner.
- Install 7 picnic tables provided by District on the concrete pads.
- Provide 2 playgrounds with poured in place rubber fall surface. Smaller playground to be rated for 2-5yr olds. Larger playground rated for 5-12yr olds. Product data on playground must be submitted with your response.
- The playground equipment should be in full compliance with both American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal laws.
- Each proposal shall recommend and include safety surface material that is believed to be the best value for the money. The safety surface shall be handicapped accessible; poured in place rubber or synthetic grass preferred.
- Exclusion: Site lighting, storm drainage, soccer field grading, parking lots, detention pond, Shade.

### Equipment Delivery and Installation

- Schedule delivery of products according to School District timeline.
- Provide all labor, material, equipment, and supervision to deliver, set up, and install products onsite as specified in accordance with contract documents.
- Provide all debris containment, debris storage, and debris removal as well as provide a clean site at the end of each working day as required by Owner's Representative.
- Inspect all deliveries for shortages or damage and in conjunction with School District, create punch list.
- Final walkthrough, inspection, and acceptance of project.
- Contractor is to keep access points free and clear of debris and equipment.
- Contractor will be responsible for workers remaining in appropriate areas while on campus.

## 6- REQUIRED SUBMITTALS

### Submittal 1

Proposers are required to provide **two original and one digital duplicate on a flash drive/USB.**

### Submittal 2

Attachment Package:

- QUESTIONNAIRE (Attachment B)
- WORKERS' COMPENSATION CERTIFICATE (Attachment C)
- INSURANCE COVERAGE REQUIREMENTS (Attachment D)
- SCORING RUBRIC (Attachment E)
- ANTI-COLLUSION AFFIDAVIT (Attachment F)
- FELONY CONVICTION NOTIFICATION (Attachment G)
- CIQ – Conflict of Interest Questionnaire (Attachment H)
  - Please type None and sign if no conflict Exist.
- DEBARMENT AND SUSPENSION CERTIFICATION (Attachment I)
- W9 (Attachment J)
- Proposed Exceptions, Alterations, Additions, or Modifications to RFP (Attachment K)
- SCORING RUBRIC (Attachment L)

**All submittals must be included in the Sealed RFP package returned on July 12<sup>th</sup>, 2021 by 2:00 PM. It is recommended that each submittal be typed on a separate sheet of paper with the heading “Response to Submittal #\_\_\_ for YES RFP” at the top and the name of the Vendor underneath.**

## **QUESTIONNAIRE (Attachment B)**

All Vendor must provide answers to the following questions, typed on 8 ½ x 11 inch paper, in the order below. Attachments to the questionnaire answers should reference the question number.

1. Provide the full name and address of your organization.
2. Provide contact person(s) for information concerning this offer: name, title, phone, fax, email address.
3. What form of business is your organization (e.g. proprietorship, partnership, corporation) and is your organization local only, statewide, or nationwide?
4. List all the names under which this Vendor has operated in the last ten (10) years in the State of Texas.
5. Provide a copy of your insurance coverage.
6. Multi-part question:
  - a. Do you currently have any investigations pending by or on behalf of a government entity or other licensing entity?
  - b. Have you had investigations by or on behalf of a government entity or other licensing entity in the past?
    1. If the answer to either question is yes, please provide copies of relevant paperwork.
7. Do you have any relevant experience or projects in the past with education institutions? If so, please provide a high-level overview of these projects.

## **WORKERS' COMPENSATION CERTIFICATE (Attachment C)**

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

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Vendor Name

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Signature of Authorized Agent

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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 D)**

### **General and Excess Liability Minimum Coverages**

- General Liability: \$2,000,000
- Umbrella Liability: \$2,000,000

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Authorized Agent

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

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

**ANTI-COLLUSION AFFIDAVIT**

**(Attachment F)**

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 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 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**

**(Attachment G)**

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:

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

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 the 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:



## **Proposed Exceptions, Alterations, Additions, or Modifications to RFP (Attachment K)**

Vendor should submit as Attachment E, any and all proposed exceptions, alterations, additions, or modifications to the RFP – 2021-03 Playground Equipment, Fall Surface, Site Prep and Concrete Works.

## **SCORING RUBRIC (ATTACHMENT L)**

YES, will utilize the following RFP Evaluation Rubric for evaluation of RFP – 2021-03 Playground Equipment, Fall Surface, Site Prep and Concrete Works

**1- Cost to YES PREP: 30 Points.**

- Favorable = 30 Points. Unfavorable = 0 points.

Evaluate the Overall Value of proposed materials and services to be provided.

**2- Technical and Education Experience: 20 Points.**

- Favorable = 20 Points. Unfavorable = 0 points.

Proposal demonstrates the Vendor's ability to deliver quality services to schools. Proposer's past relationship with YES Prep or other public schools Includes references, Vendor staff, and/or Vendor's or certifications, qualifications, experience, expertise, and resumes.

**3- Proposed Operational Delivery: 15 Points.**

- Favorable = 15 Points. Unfavorable = 0 points.

Proposal defines services and scope in enough detail that YES can confidently determine that the proposed services will be met.

**4- Design and Technical Execution: 20 Points.**

- Favorable = 20 Points. Unfavorable = 0 points.

Proposal includes information about the Vendor's ability to provide an efficient and cost-effective solution. Please include resources available to achieve the project and any concepts or innovations in design that have proven effective in the past that would be applicable to this model.

**5- Project Understanding and Methodology: 15 Points.**

- Favorable = 15Points. Unfavorable = 0 points.

Proposal addresses the project in terms of the scope of work and substantive issues essential to proper service and care of YES facilities. Proposal includes a detailed description of services to be provided and any constraints as to procedure, time, personnel, or equipment that needs to be communicated to YES for use during contract negotiations.

**END OF YES RFP PACKAGE FOR  
RFP – 2021-03 Playground Equipment, Fall Surface, Site Prep  
and Concrete Works**