

**Date Due: December 04, 2019  
DUE NO LATER THAN 2 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  
PROPOSAL**

***REQUEST FOR PROPOSAL  
"YESP2019-02 – School Bus Transportation Services"***

**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, General Clarifications: November 12, 2019 at 2PM

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

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

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

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

City, State, Zip Code: \_\_\_\_\_

FEDERAL EIN OR T.I.N.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## 2. TENTATIVE RFP SCHEDULE

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

- Newspaper Ads: **November 1, 2019 and November 8, 2019**
- Inquiry Deadline for Proposal Questions: **November 12, 2019**
- Pre-Proposal Meeting: **November 12, 2019 @2PM**
- Deadline for submission of proposals & Opening: **December 04, 2019 @ 2PM**
- Proposal evaluation: **December 11, 2019- January 13, 2020**
- Vendor Presentations: **December 11, 2019**
- Contract Award: **January 14, 2020**
- Agreement date initial term: **July 1st, 2020 through June 30, 2025**

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

## TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (hereinafter "RFP") package. Suppliers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify **YES Prep Purchasing Department at [procurement@yesprep.org](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

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

### 6. Attachments

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

### 3. GENERAL REQUIREMENTS

#### ACCESS TO RECORDS

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

#### CANCELLATION OF BIDS

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

#### AWARD

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

#### PROPOSAL SUBMISSION

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

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

Vendors must return all completed proposals to the office of Purchasing Department as indicated on the Cover Sheet of this package. **Late proposals will not be accepted.** It is the responsibility of the responding Vendor to assure that the response is received prior to the date and time indicated on the Cover Sheet of this package. **Proposals received after 2PM, December 04, 2019 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 2:PM, **November 12, 2019**. 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>Evaluation Factors</b>	<b>Weighted Value</b>
1. Charges/Cost to YES PREP:	40 Points.
2. Proposed Service and Fleet Quality:	20 Points.
3. Project Understanding and Methodology:	10 Points.
4. Proposer’s size and structure:	10 Points.
5. Proposer’s past relationship with YES Prep or other public schools:	20 Points.
<b><u>Total:</u></b>	<b><u>100 Points</u></b>

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 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.



## SPECIAL REQUIREMENTS/INSTRUCTIONS

### VENDOR INSTRUCTIONS

Responses to this RFP shall be formatted as follows:

#### DELIVERY

Proposals may be mailed, or delivered to the Purchasing Department, 5515 South Loop East, Suite B, Houston, TX 77033. ***ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 PM ON December 4, 2019. Proposers are required to provide 2 sets of Proposals, one original and one duplicate as well as a proposal on a flash drive/USB.***

#### EVALUATION AND AWARD

This RFP in no manner obligates YES 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 and may be terminated at any time prior to the signing of the contract.

YES 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 reserves the right to terminate contract negotiations with a Vendor and initiate negotiations with another Vendor. YES 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 to do so.

Evaluation will consider the Vendor(s) best meeting the needs and requirements of YES and such evaluation and determination of best value shall be solely at the discretion of YES. **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 on the basis of nonperformance. Non-performance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFQ/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.

## YES Prep and Project Overview

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

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

## Locations

Campus	Address	Grade Levels Served 19/20	# of Current Routes
Brays Oaks	9000 West Belfort Houston, TX 77031	6th to 12th	7
East End	8329 Lawndale Street Houston, TX 77012	6th to 12th	8
Eisenhower **	7922 Antoine Dr Houston, TX 77088	Field Trip Only	-
Fifth Ward	1305 Benson Houston, TX 77020	6th to 12th	10
Gulfton	6565 De Moss Houston, TX 77074	6th to 12th	4
Hoffman **	6101 W Little York Rd Houston, TX 77091	Field Trip Only	-
North Central	13703 Aldine-Westfield Houston, TX 77039	6th to 12th	13
Elementary 1	Double Tiering Route w/ North Central	K to 2nd	New 20/21
Northbrook HS **	Raider Circle N #1 Houston, TX 77080	Field Trip Only	-
Northbrook MS **	3030 Rosefield Dr. Houston, TX 77080	Field Trip Only	-
Northline	5815 Airline Drive Houston, TX 77076	6th and 8th	3
Northside	5215 Jensen Drive Houston, TX 77026	6th to 12th	10
Northwest	14741 Yorktown Plaza Drive Houston, TX 77040	6th and 7th	4
Southeast	353 Crenshaw Road Houston, TX 77034	6th to 12th	11
Elementary 2	Double Tiering Route w/ South East	K to 2 <sup>nd</sup>	New 20/21
Southwest	4411 Anderson Road Houston, TX 77053	6th to 12th	8
West	10535 Harwin Houston, TX 77036	6th to 12th	9
White Oak	5620 West Tidwell Houston, TX 77091	6th to 12th	9
Hobby	8787 Tallyho Road Houston, TX 77061	6th	3
North Forest	6602 Winfield Rd, Houston, TX 77050	6th to 12th	9
Southside	5515 S Loop E Fwy, Houston, TX 77033	6th to 10th	10

## Transportation RFP Scope of Services

YES Prep Public Schools is receiving Requests for Proposals for School Bus Transportation Services for approximately 135 routes for a period of **two (2) years** with options for up to three (3) one-year extensions, effective July 1, 2020 through June 30, 2025.

### Time Table:

Release RFP:	November 1, 2019
Advertise RFP:	November 1 and 8, 2019
Deadline for Questions:	November 12, 2019
Pre-Proposal Meeting:	November 12, 2019 @ 2PM (Mandatory – Venue: YES Prep Public Schools, Home Office - 5515 S Loop E, Suite B)
Submission Deadline:	<b>December 4, 2019 @ 2:00 P.M. (Central Time)</b>
Presentations:	December 11, 2019
Notification of Award:	January 14, 2019

All vendors submitting a proposal **must** attend a Pre-Proposal Meeting to be held November 12th at 2:00 PM at:

YES Prep Public Schools, Home Office  
5515 S Loop E, Suite B  
Houston, TX 77033

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

YES Prep reserves the right to award business to one or multiple vendors that provide the best value and encourages all vendors to submit proposals.

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**The following items address specific aspects of the RFP and how YES expects the vendor to provide services, as requested.**

## **SCOPE OF WORK**

### **Monthly Invoices:**

1. YES will provide two months of current invoices from our current provider that shows the number of routes, the number of hours per day per route and the miles traveled per route.
2. It is desired that the vendor provides a daily base charge per route that includes the cost of the bus and the driver. Excess hours per route above 4.50 hours (4 hours and 30 minutes) should be billed at the same rate as hourly field trips. However, YES is open to other methods of pricing that are relatively easy to understand, verify and implement.
3. Toll Charges – YES buses use the local toll roads extensively in both home-to-school routes as well as field trips. Toll charges for home-to-school routes are to be included as a line-itemed, fixed cost per route in monthly invoices under the assumption that the driver is utilizing the most direct and efficient route. Toll charges for field trips are to be absorbed by the vendor and not charged specifically in field trip invoices.
4. Field Trips –YES will provide approximately 500 annual field trips in the Houston metro area.
  - a. Field Trip Reservations – YES will provide the vendor with access to their respective portal for field trip reservations that will allow the vendor to view upcoming trips and create trip invoices from the data provided. Currently YES Prep is using Travel Tracker.
  - b. Field Trip Invoicing – the vendor will provide each school with an invoice by the 15<sup>th</sup> day of the month following the trip date. The invoice will show the name of the school, the date of the trip, the destination of the trip(s), the number of buses and the base charge for the trip, along with any excess hourly charges. Schools are expected to approve and submit payment for trips within 30 days of invoice date.
5. Field Trip Priority YES versus outside customers – we expect schools to make their field trip reservations at least 21 days prior to trip date. Accordingly, we expect the vendor to have adequate numbers of buses and drivers available for regularly scheduled field trips during non-route times (7:30-3:45). Schools understand that field trip buses are generally not available during route times (6:00am-7:30am and 3:45pm-5:30pm).

**Two-Way Radio Communication:**

1. YES buses must have their own radio channel.
2. Each bus will have a two-way radio capable of transmitting and receiving a signal in the local travel area of all YES Prep schools.
3. Each school will be provided a hand-held radio, capable of receiving and transmitting with buses for their schools, as well as being able to switch between radio frequencies. Additionally, YES Prep Director of Transportation shall be provided a hand-held radio.

**Bus Parking Locations (Bus Yards/Terminals):**

It is expected that the vendor secure four locations for parking, maintaining and operating the fleet of buses required to service the contract. The current locations for buses are:

1. 8419 Hansen Rd, Houston 77075, near Hobby Airport, primary offices with heavy maintenance shop with approximately 90 buses and parking for employees (owned by current vendor).
2. 1915 Hwy 90A, Missouri City 77498, in southwest Houston, secondary offices with heavy maintenance shop with approximately 100 buses and parking for employees (leased by current vendor).
3. Eastex Fwy & E Mount Houston Rd, in northeast Houston, a remote, parking-only location with an office trailer, restrooms and small break room and parking for approximately 50 busses and employees (leased by current vendor).

If a vendor is unable or unwilling to provide a three-location operation, it is expected that under no circumstance will YES Prep pay for additional deadhead miles because of buses having to travel excessive distances to provide transportation services. Additionally, when last-minute field trip buses or route operations require a bus quickly, buses are expected to be able to arrive at any campus within 30 minutes.

**Daily Hours of Operation:**

AM route buses with special stops (MV or SpEd) will depart bus yards as early as 4:30am and will be out on regular PM routes as late as 6:30pm. Accordingly, bus yards are to open no later than 4:15am (if running special stops) and remain open until all PM routes have returned to the yard with empty buses verified.

**Operational Staffing Levels:**

YES Prep has specific expectations regarding managerial staffing levels for the contract.

1. General Manager – responsible for overall operation of contract. This person shall have a bachelor's degree, or equivalent experience, with the capacity and skills for overseeing and leading the entire operations. YES expects to have significant input in the selection of this person by participating in the interview or selection process of the successful candidate.
2. Location Managers – a total of four managers (one per each bus parking location), responsible for the individual location's daily operations. This person will oversee daily driver and substitute assignment, vehicle assignment, field trips, on time performance, etc. Requirements for Location Managers include a high school diploma or GED with at least three years supervisory experience in school transportation.
3. Safety Manager – oversees all locations and is responsible for recruitment, hiring, training both behind-the-wheel and classroom and responding to any crashes or incidents on scene. This person shall have a college degree or possess significant equivalent experience in school bus transportation.
4. Dispatchers – each of the four locations should have a full-time dispatcher who works a split shift (ex: 5:00-9:00am and 2:30-6:30pm) daily, responsible for driver communication with the yard, as well as vendor communication with the campuses and the transportation department at the Home Office.
5. Shop Manager – the vendor shall employ a Shop Manager responsible for overseeing the overall maintenance and vehicle supply for the contract. This person shall be ASE-certified in heavy and medium duty truck chassis and be a Master School Bus Technician.
6. Line Mechanics – the vendor shall employ one ASE-certified mechanic for every 25 buses. An additional mechanic shall be added when the fleet increases by 12 vehicles.
7. Mechanic Helpers – the vendor shall employ at least two mechanic helpers at each heavy maintenance facility to assist with moving vehicles and overall assistance to Line Mechanics.
8. Camera technician – the vendor shall employ one full-time camera technician who will be responsible for overseeing cameras. YES expects cameras to be fully functional at all times.

**Staff Members' Cell Phones (Smart Phones):**

All staff members, including managers, supervisors and dispatchers (except shop manager, mechanics, their helpers and the camera technician) are required to have smart phones assigned to them 24 hours per day, provided by the vendor, in order to facilitate good communication between vendor and district/campus staff.

## **Vehicle Specifications:**

1. The primary vehicles used to transport students shall be 71-passenger Type C conventional buses.
2. YES prefers to have Thomas C2s as the primary vehicle of choice, however, this is not a requirement. If other brands of buses are chosen, YES reserves the right to approve the choice of brand of buses used. All buses shall meet the following criteria:
  - a. Fleet Age – Average age of the fleet cannot exceed ten (10) years.
  - b. Bus Age – cannot exceed 10 years for route buses or 12 years for spare buses. Once a bus reaches its maximum age, it can complete the school year before being removed from service.
  - c. Spare Ratio – the vendor shall maintain a spare ratio of at least 12% extra buses, using the total number of assigned routes as a base number
  - d. Replacement Buses – shall all be brand new, meeting Texas specifications. Each bus shall have a Manufacturer's Plate, stating such. They should also be equipped with seatbelts and air conditioning.
  - e. Bus Equipment – all new buses shall be equipped with:
    - i. Air-conditioning – a heavy-duty system capable of cooling buses in Houston summers
    - ii. Air-ride suspension
    - iii. 100-gallong fuel tanks
    - iv. Check-Mate child-check system or equivalent
    - v. Crossing Arms
    - vi. GPS System – Zonar, Synovia or equivalent system capable of tracking bus pathways, door opening and closing, stop arm or loading light activation, bus stop locations, and general reporting systems of vehicle operation, such as max-speed, idle time, g-force for hard braking, etc.
    - vii. Camera System – a minimum four camera system, with SD-card memory. While a specific brand of camera is not required, the camera system should be a nationally known brand, such as Safety Vision or equivalent.
      1. Camera 1 to be located over the driver facing front half of bus
      2. Camera 2 to be located at the front of the bus, facing out towards the road
      3. Camera 3 to be located at rear of bus, facing forward
      4. Camera 4 to be located over the driver, facing the entrance door
    - viii. Special Needs Buses – 71-passenger type C to be purchased on an as-needed basis in February of the preceding school year and shall have rear-mounted wheelchair access with new lifts and allowing one



wheelchair position per bus. "Track-Seating" is not required. Any new Special Needs buses required will have two 3-point seat belts per seat on the first two rows of seats (total of eight positions)

- f. In addition to the normal bus size of 71-passenger type C conventional buses, YES would like to have five 84-passenger rear-engine transit school buses for use on high-density routes. These buses shall be equipped the same as the type C buses.
- g. Beginning Fleet Age regarding Air-Conditioning:
  - i. Year One – 70% of fleet must be air-conditioned
  - ii. Year Two – 85% of fleet must be air-conditioned
  - iii. Year Three – 100% of fleet must be air-conditioned

### **Driver Wages & Compensation:**

YES continues to be challenged by the driver shortage. Because our minimum pay guarantee is only four hours, as compared to other local ISDs who pay a minimum of five hours, our current vendor has a higher starting wage than do the other surrounding districts. It is the expectation that any vendor will have various options regarding driver recruitment and compensation, such as a higher starting wage or higher hourly guarantee, sign-on bonus, benefits, performance bonuses and other methods in place in order to successfully hire and retain an adequate driver workforce.

- 1. The vendor shall maintain a permanent substitute driver bench of at least 12% extra driver to cover open (unassigned, call-offs, etc) routes.
- 2. The vendor shall provide a weekly report to the YES Prep transportation department regarding recruitment and open routes.

### **Routing and Scheduling of Bus Routes:**

- 1. The vendor shall provide a nationally recognized school bus routing software system for YES to utilize, along with a vendor-provided staff person who can create routes annually during the summers based upon student data files provided by YES. This person should be available to YES from Monday to Friday to accept and create route changes with a 48-hour turnaround. Route changes shall be sent electronically.
- 2. The vendor's software system should be capable of creating the Texas Education Agency's Route Services Report annually.
- 3. YES reserves the right to establish the routes and schedules to be followed and to make changes as required from time to time.

4. Drivers shall strictly adhere to designated bus stops and not permit a child to enter or exit a bus at a place other than designated bus stops, unless the student(s) are in imminent danger.
5. The vendor will notify YES if a bus stop or portion of a route is deemed unsafe or if there is a more efficient stop. The vendor and school will work together to quickly make any changes.
6. YES is responsible for communicating all route sheets to the staff and parents.

**Current Routes:**

YES currently operates approximately 130 single-tiered routes. It is probable that YES will adopt a double-tier routing scenario in the fall when we open elementary schools. Accordingly, the existing number of buses and drivers may be reduced, but hours on duty may rise. YES reserves the right for the number of buses and driver to fluctuate according to need without any penalty from the vendor.

**Pricing:**

YES is offering two specific options for providing transportation services, as part of our efforts to gain the best value for the district.

1. Vendor wishes to provide services to all YES campuses.
2. Vendor wishes to provide services to specific campuses or to a specific area of town.

## **Pricing Sheet**

### **Option 1 – All Routes**

- Daily cost per route for Regular Ed. Route (4 hours 30 min): \$ \_\_\_\_\_
- Daily cost per Double tier routes (6 Hours 30 min) \$ \_\_\_\_\_
- Daily cost per route for Special Education Route: \$ \_\_\_\_\_
- Daily cost per hour for vendor-provided monitor: \$ \_\_\_\_\_
- Annual escalation for multi-year contracts \*: % \_\_\_\_\_
- Hourly rate per bus for field trips: \$ \_\_\_\_\_
  - Minimum hours per trip: \_\_\_\_\_
  - Cancellation Fee (Please Specify): \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- Driver hourly rate: \$ \_\_\_\_\_

### **Option 2 – Specific campuses or area of town**

- Daily cost per route for Regular Ed. Route (4 hours 30 min): \$ \_\_\_\_\_
- Daily cost per Double tier routes (6 Hours 30 min) \$ \_\_\_\_\_
- Daily cost per route for Special Education Route: \$ \_\_\_\_\_
- Daily cost per hour for vendor-provided monitor: \$ \_\_\_\_\_
- Annual escalation for multi-year contracts \*: % \_\_\_\_\_
- Hourly rate per bus for field trips: \$ \_\_\_\_\_
  - Minimum hours per trip: \_\_\_\_\_
  - Cancellation Fee (Please Specify): \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
- Driver hourly rate: \$ \_\_\_\_\_
- **List of campuses or area of town:**

*(\*) Percent changes (annual) in CPI for All Urban Consumers (CPI-U): U.S. city average – released by U.S. Bureau of Labor Statistics for “Transportation Services” every year in February.*

**Alternative Pricing Structure:**

Any vendor may propose an alternative pricing structure by attaching it to their RFP. An alternative pricing structure must be relatively easy to calculate costs, both daily and annually.

**Cash Discount for early payment:**

If vendor provides discounts to YES Prep for early payment, please indicate so in the following:

- Discount for early payment (net 30) will be \_\_\_\_%
- Discount for early payment (net 10) will be \_\_\_\_%
- Discount for ACH payment will be \_\_\_\_%

**Liquidated Damages:**

1. YES Prep shall have the right to assess liquidated damages for each failure by the vendor to perform the services required under the contract. The amount of liquidated damages for each such failure shall be assessed on a per occurrence basis as identified in this agreement.
2. Liquidated damages may be assessed by YES Prep:
  - a. For each occurrence of a route arriving at school more than 15 minutes after its scheduled arrival time in the AM or PM, the vendor will be assessed liquidated damages in the amount of \$15 for every 15 minutes or portion thereof that the route is late to a maximum of \$60.
  - b. For each occurrence of a no-show route, the vendor will be assessed liquidated damages in the amount of half the daily route cost. A route will be deemed a no show if it arrives more than one hour late to a campus or any scheduled event.
  - c. YES Prep will not pay for routes that did not operate.
  - d. For each occurrence of a double route operating, YES Prep will not pay for the route that was doubled, and the vendor will be assessed liquidated damages in the amount of \$100.

**Others**

1. It will be the responsibility of the vendor to assure YES that operators are not under the influence and/or possession of drugs and/or alcohol and/or weapons. If an operator is found to be under the influence and/or possession of drugs and/or alcohol and/or weapons at the time of service, the operator will be replaced immediately by the vendor, and YES will not be charged for the itinerary. Compliance with drug and alcohol screening both prior to employment and randomly during employment is required for all drivers. Information regarding which agency is

used to perform required substance abuse/use testing and the annual frequency of such testing must be included.

2. YES reserves the right to access information regarding operators' experience and credentials, including a criminal background check.

3. Vendor will be responsible for any mechanical failure, operator absence, and any unforeseen event that is not provoked or the result of YES; and it is the responsibility of the vendor to find equal or greater service by an approved subcontractor, from a submitted subcontractor list, at no additional cost to YES.

## **Questionnaire**

### **A) Maintenance Program**

Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule.

**Q1: Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?**

Yes \_\_\_\_ No \_\_\_\_

*If Yes. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle receives preventive maintenance within the scheduled interval.*

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**Q2: Do you require any daily regular written reports from your drivers on the condition of their vehicles?** Yes \_\_\_\_ No \_\_\_\_

*If Yes, briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.*

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**Q3: Do you use any other methods of identifying defects in buses? (If so, please briefly describe.)**

Yes \_\_\_\_ No \_\_\_\_

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**Q4: What is your procedure for ensuring serious safety related or potentially vehicle-damaging defects are identified in a vehicle in a timely manner and the vehicle is immediately removed from service until such defects are corrected?**

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**Q5: Do you maintain and evaluate records of road failures?** Yes \_\_\_\_ No \_\_\_\_

If Yes: During the past year, of the buses your firm maintained, on average how many per month experienced roadway failures?

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**Q6: Do have a third-party inspector come in to evaluate your buses?** Yes \_\_\_\_ No \_\_\_\_

If yes, how often?

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**Q7: Maintenance, Parking locations?**

It is expected that the vendor secure four locations for parking, maintaining and operating the fleet of buses required to service the contract. Please list your proposed locations below:

(1)

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(2)

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(3)

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(4)

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**B) Safety and Training Program**

**Q1: What have been the School Bus Accident Rates for school buses operated by your firm in each of the three most recent academic years? Provide a description of how you define school bus accidents**

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2016-2017 \_\_\_\_\_

2017-2018 \_\_\_\_\_

2018-2019 \_\_\_\_\_

**Q2: Do your buses have video cameras?**

a. If not, what is the cost if any, to YES to install cameras on each bus?

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b. If so, how long are your video records retained?

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## **-CHECK LIST-**

1. **ORININAL RFP** - All submittals must be included in the RFP package returned on December 04, 2019 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.
2. **REQUIRED SUBMISSIONS**
  - a. Original SEALED Proposal
  - b. Duplicate SEALED Proposal
  - c. Proposal on Flash Drive/USB
3. **WORKERS' COMPENSATION CERTIFICATE (Attachment A)**
4. **INSURANCE COVERAGE REQUIREMENTS (Attachment B)**
5. **SCORING RUBRIC (Attachment C)**
6. **PROPOSER' S CERTIFICATIONS AND SIGNATURE PAGE**
7. **REFERENCE FORM**
8. **EXHIBITS: A, B, C, D, E,F,G,H,I,J,K and L**
  - **CONFLICT OF INTEREST QUESTIONNAIRE**
  - **W9**



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

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

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

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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 B)**

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

- General Liability: \$1,000,000
- Auto Liability: \$1,000,000
- Commercial Excess Liability: \$4,000,000
- Deductibles, of any type, are the responsibility of the vendor/contractor.

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

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

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

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

## **SCORING RUBRIC (ATTACHMENT C)**

YES will utilize the following RFP Evaluation Rubric for evaluation of YES Prep RFP for School Bus Transportation Services for current twenty school locations and schools will be opened in 2020, 2021:

**1. Charges/Cost to YES PREP: 40 Points.**

- a. Favorable = 40 Points. Unfavorable = 0 points.
- b. Evaluate the Overall Value of proposed materials and services to be provided.

**2. Proposed Service and Fleets Quality: 20 Points.**

- a. Favorable = 20 Points. Unfavorable = 0 points.
- b. Proposal defines final product and scope in enough detail that YES can confidently determine that the proposed product will be met.

**3. Project Understanding and Methodology: 10 Points.**

- a. Favorable = 10 Points. Unfavorable = 0 points.
- b. 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.

**4. Proposer's size and structure: 10 Points.**

- a. Favorable = 10 Points. Unfavorable = 0 points.

**5. Proposer's past relationship with YES Prep or other public schools: 20 Points.**

- a. Favorable = 20 Points. Unfavorable = 0 points.

**Total:**

**100 Points**

## Proposer's Certifications and Signature Page

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

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

The Term of Agreement is July 20,2020 to June 30, 2025. Unless otherwise stated, this Agreement is for a period of **two (2) year** with an option to renew annually for an additional **four (3) years** with mutual consent. Renewals are subject to Vendor Performance Evaluation(s) and review.

Legal Company Name

Address

City/State/Zip

Telephone No.

Fax No.

Tax ID number

Authorized Signature

Printed Name / Title

E-mail Address

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<b>COMPLETED &amp; SIGNED FORM MUST BE RETURNED WITH PROPOSAL</b>
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**REFERENCE FORM**

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

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## EXHIBIT A

### ANTI-COLLUSION AFFIDAVIT

STATE OF )

COUNTY OF )

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

\_\_\_\_\_

Signed

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

\_\_\_\_\_

Notary Public (or Clerk or Judge)

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

## EXHIBIT B

### **FELONY CONVICTION NOTIFICATION**

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

Subsection (b) states a "public school" may terminate a contract with a person or business entity if the "public school" determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The "public school" must compensate the person or business entity for services performed before the termination of the contract".

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

VENDOR'S NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED COMPANY OFFICIAL: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PLEASE PRINT): \_\_\_\_\_

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

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

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

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

## Exhibit C

### CERTIFICATION OF RESIDENCY

To comply with the non-resident vendor laws detailed in Chapter 2252 of the Texas Government Code, YES Prep must determine the residency of its vendors. YES Prep may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T CODE § 2252.003. This requirement does not apply to a contract involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by YES Prep in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

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

Vendor is a resident bidder. ☐Yes ☐No

City and state of Vendor's principal place of business: \_\_\_\_\_

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

☐Yes ☐No

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

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

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

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



## Exhibit D

### **DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

Name of Organization/Firm: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

## **Exhibit E**

### **AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

## Exhibit F



### State of Texas Health & Human Services Commission

#### Child Support Certification

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

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

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

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

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

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

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

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

**Name**

**Social Security #**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## Exhibit G

### **SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES**

#### **Background**

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

#### **Definitions**

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

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

#### Disqualifying criminal history:

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

#### Types of Criminal History Record Information:

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

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

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

**Or**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT H

### **SB 9 CONTRACTOR CERTIFICATION:** **SUBCONTRACTOR EMPLOYEES**

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

#### **Definitions:**

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

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

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

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

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

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

Or

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit I

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### 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

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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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

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

## Exhibit J

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of YES Prep or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Exhibit K

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <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 the originally filed questionnaire becomes incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.           <div style="text-align: center; margin-top: 10px;">             _____              Name of Officer           </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px; height: 100px;"> <b>4</b> </div>		
<div style="border: 1px solid black; padding: 2px;">             _____              Signature of person doing business with the governmental entity           </div>		<div style="border: 1px solid black; padding: 2px;">             _____              Date           </div>

Adopted 06/29/2007

# Exhibit L

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

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 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"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### 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.

**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.

Social security number											
				-				-			
or											
Employer identification number											

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.*

Cat. No. 10231X

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



**“This Page is Intentionally Left Blank”**

**END OF YES RFP PACKAGE**