YES PREP PUBLIC SCHOOLS

Open Enrollment Charter School

REQUEST FOR SEALED PROPOSALS RFP#YESP2027-01 Managed Direct Internet Access

Form 470# 270003315

Submittal Deadline and Proposal Opening: Monday, January 11, 2027, at 10:00AM CST

Table of Contents

Items below comprise the components of this Request for Sealed Proposals packet. Proposers are requested to review the packet to ensure that all applicable parts are included. If any portion of the package is missing, please notify Dr. Mehmet Bayar immediately.

1. Legal Notice
2. Instructions to Proposers
3. Scope and Specifications
4. Evaluation and Award of Proposals
5. Agreement Terms and Conditions
6. Vendor Packet (separate file: RFP New_Vendor_Packet 11.17.2026.pdf)
7. Pricing Attachment (separate file: YES Prep MDIA Pricing_2027.xlsx) – required
8. Proposer's Certifications and Signature Page (separate file: Certifications and Signature Page - MDIA.pdf)

1. LEGAL NOTICE

Notice is hereby given that YES Prep Public Schools, an open enrollment charter school, intends to procure Managed Direct Internet Access – E Rate. The Initial term of the prospective contract is a period of **one (1) year/12 months**. YES Prep may elect to extend any contract awarded pursuant to this procurement solicitation for up to **two 1-year periods**, with mutual consent. The maximum duration of any contract resulting from this procurement is a total of **3 years.**

Proposers may log in to view the bid package and submit their responses at **https://www.yesprep.org/discover/public-information/rfps**

No offer of intent to enter into a contract with any party should be construed from this legal notice. YES Prep Public Schools may enter into a contract only if, in the sole opinion of YES Prep Public Schools, it is in YES Prep Public Schools' best interest to do so.

YES Prep reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of YES Prep Public Schools. YES Prep Public Schools further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. YES Prep Public Schools further reserves the right to waive any formalities or technicalities if deemed in the best interest of YES Prep Public Schools. YES Prep Public Schools also reserves the right as sole judge of quality and equality.

YES Prep Public Schools

By: **Dr. Mehmet Bayar**

Title: **Director of Procurement**

PROPOSALS DUE/PROPOSAL OPENING: Monday January 11 2027, at 10:00AM CST

2. INSTRUCTIONS TO PROPOSERS

1. Definitions: "YES PREP" shall mean "YES Prep Public Schools." "RFP" shall mean this "Request for Sealed Proposals" packet.

2. Lowest Corresponding Price: As required by Section 54.500(f) of Part 47 of the Code of Federal Regulations all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See **https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/** for more details.

3. Proposal Response Format
   To qualify for evaluation, a proposal must be submitted on time and must not meet any of the criteria listed in Section 4, "Disqualification Criteria." Vendors must follow the format instructions detailed below in preparing and submitting their proposals.

   3.1 Required Format. Proposers may log in to view the bid package and submit their responses via the eBid system linked at **https://www.yesprep.org/discover/public-information/rfps**. The Vendor is responsible for ensuring that YES PREP has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. The requested items must be included in the Response Attachment section of the eBid System. Failure to include these items may result in non-award and/or disqualification.

   Additional documents can be uploaded to the Response Attachment section.

   3.2 The required submission documents listed in Section 4, "Disqualification Criteria," must be included in the Response Attachment section of the eBid System. Proposals missing any of these documents will be disqualified. Additional documents can be uploaded to the Response Attachment section.

   3.3 Submission of Proposals: Vendors can submit proposals as described below.

   3.3.1 Respondents can submit proposals electronically using the YES PREP eBid System by the established deadline. The YES PREP eBid System does not accept responses after the due date and time. Please note that if you begin responding to the procurement solicitation request and do not click "submit" by the time the RFP is scheduled to close, your proposal will not have been submitted.

   3.3.2 If the proposals are mailed or hand delivered in the sealed package,

   - Proposals must include the following on the front of the sealed package: "***RFP#YESP2027-01 Managed Direct Internet Access to be opened Monday, January 11, 2027 at 10:00AM CST***".

   - Submit one original and one electronic copy of the proposal. Electronic copies must be submitted in a flash drive.

- To the address:

YES Prep Public Schools / Mehmet Bayar
5455 S Loop E
Houston, TX 77033

- Late submittals will not be considered and will be discarded. YES Prep is not responsible for the lateness of U.S. Mail, professional (commercial) carrier, personal delivery, etc. The time/date stamp clock in the YES Prep's Purchasing Office shall be the official date and time of receipt of each proposal. It is proposer's sole responsibility to ensure that the proposal is received at the appropriate location by the specified deadline.

Faxed or emailed proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal.

3.4 Pricing Attachment. Submission of the completed Pricing Attachment provided with this solicitation is required. Offerors must provide pricing for every location listed in the Pricing Attachment, offering at least the minimum bandwidth for each location. Pricing for the additional bandwidth tiers is requested but not required. Partial bids that do not include pricing for every location will not be accepted.

When submitting the Pricing Attachment, offerors shall provide it as a Microsoft Excel-compatible file (.xlsx). Offerors may use any spreadsheet application capable of saving in .xlsx format (e.g., Microsoft Excel, Google Sheets, LibreOffice Calc).

- To ensure all offers are evaluated on an equal basis, Offerors must not alter the Pricing Attachment's structure (rows, columns, line-item descriptions, order, headings, or formulas) and must enter pricing only in the designated cells.
- Offerors may also submit a PDF copy for reference. The .xlsx file will be used for evaluation and will control if there is a discrepancy.

4. Withdrawal of Submitted Proposal: At any time prior to the specified time and date set for proposal opening as set forth above, a proposer (or a designated representative) may withdraw a submitted proposal by submitting a request to withdraw in writing to Mehmet Bayar at Mehmet.Bayar@yesprep.org.

5. RFP Documents / Contract: Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement; any exceptions to the terms and conditions of the RFP or the Agreement must be clearly indicated in the proposal. Each proposer, by submitting a proposal, represents that the proposer has read and understands the RFP and the Agreement.

   A proposal submitted in response to the RFP is an offer to contract with YES Prep Public Schools, based upon the terms, conditions, and specifications of this RFP. A proposal does not become a contract unless and until it is accepted by YES Prep Public Schools after approval by its Board. All services, installations, etc. are dependent upon receipt of the

Funding Commitment Decision Letter (FCDL) from USAC. This may be several months after the award of the contract.

By submitting a proposal, each proposer guarantees that the proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than sixty (60) days from the deadline for proposals to be submitted. No proposal may be withdrawn during the 60-day period of firm offering.

6. Open Records: As an open-enrollment charter school, YES Prep Public Schools is subject to the Texas Public Information Act. Proposals submitted to YES Prep Public Schools as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the proposer must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. YES Prep Public Schools assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers.

7. Conflict of Interest: YES PREP is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor that does business or seeks to do business with YES PREP must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:
    (1) If the vendor has an employment or other business relationship with a local government officer of YES PREP or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
    (2) If the vendor has given a local government officer of YES PREP, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
    (3) If the vendor has a family relationship with a local government officer of YES PREP.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal

agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of YES PREP may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through YES PREP' personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through YES PREP Board policies.

8. Tax exemption: YES Prep Public Schools is tax-exempt. Proposal prices should not include taxes.

9. Undue Influence: In order to ensure the integrity of the selection process, proposer's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the proposer, directly or indirectly, through any contact with YES Prep Public School board members or YES PREP officials from the date this RFP is released until the award of a contract by the YES PREP Board of Directors.

10. Rights Reserved by YES Prep Public Schools and Restrictions on the RFP Process:

a. YES PREP reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Sealed Proposals or a cancellation of the RFP.

b. YES PREP further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with YES PREP. YES PREP may make multiple awards, and this fact should be taken into consideration by each proposer.

c. YES PREP further reserves the right to award a contract or make purchases on an item-by-item basis or on the basis of a group of items, as determined by YES PREP in its sole discretion. YES PREP further reserves the right to purchase in total from one proposer or divide the purchase by selection of various items from multiple proposers. Some items may be combined at YES PREP's discretion for the purpose of awarding contracts. In these cases, YES PREP requests totals for the items combined. YES PREP will not accept or consider "all-or-none" combinations which are not solicited.

d. YES PREP assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.

e. YES PREP reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of YES PREP. YES PREP further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof.

f. YES PREP further reserves the right to waive any formalities or technicalities if deemed in the best interest of YES PREP. YES PREP also reserves the right as sole judge of quality and equality.

11. Questions and Clarification: Questions regarding the requirements specified in this RFP may be directed through the Questions section of eBid system. All questions must be submitted on or before December 7, 2026. YES Prep Public Schools will not answer questions verbally. Any responses to a proposer's questions will be communicated to proposers by the eBid system and uploaded to the FCC Form 470 in USAC's E-Rate Productivity Center (EPC) on December 14, 2026.

12. Addendum: Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by YES Prep Public Schools.

    Proposers who have not obtained this RFP directly from YES PREP, or who may have downloaded the document from the YES PREP website, shall be responsible for immediately

notifying YES PREP of their interest in order to receive all written addenda on a timely basis. Proposers who do not so notify YES PREP and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this RFP.

13. Tentative Procurement Schedule: YES PREP anticipates following the following timetable for this RFP:

- Newspaper Ads: November 20, 2026 & November 27, 2026
- RFP Posted: Friday, November 20, 2026
- Questions Deadline: Monday, December 7, 2026
- Answers to Questions Posted (eBid and EPC): Monday, December 14, 2026
- Deadline for submission of proposals & Opening: Monday January 11, 2027 by 10:00AM CST
- Proposal evaluation: January 11-22, 2027
- Decision and Intent to Award: February 2027 Board Meeting
- FCC E-Rate Submission: March 2027
- PO's Issued Pending FCDL from USAC: Late Summer/Fall 2027

3. SCOPE AND SPECIFICATIONS

Purpose

The purpose of this project is to provide YES Prep Public Schools Managed Direct Internet Access (MDIA) with transport for students at each of YES Prep's locations.

Additionally, YES Prep Public Schools is looking to add intelligence and traffic resiliency to our traditional internet access for alignment with Children's Internet Protection Act (CIPA) compliance, site to site campus connectivity, traffic shaping, etc.

Summary

We are seeking a **1-year term (12 month) contract** with optional 2 x 1-year renewals for managed direct internet access circuit services for each of the campuses referenced in the attached pricing sheet, "YES Prep MDIA Pricing_2027". Each campus is listed on its own tab, and proposals must include pricing for both campuses. Services are needed effective July 1, 2027. If the service cannot be guaranteed by this date, this should be indicated in the proposal, along with an estimated timeline for when the service will be available.

Environment Considerations

- Each campus plus home office has an MDF closet with 2-post rack for housing infrastructure.
- All campuses are currently running off Layer 2/Layer3 power-over-ethernet switches.
- Each campus's MDF closet has 2 x 4" conduit line for network connectivity that runs underground to the property corner's Telecom utility pole.
- Campuses each have a 2x10 Gbps Fiber point-to-point connection to internet access.
- Campuses each have a 2x10 Gbps Fiber point-to-point connection to internal network access

Option to Make Service Changes During Agreement

The successful bidder or the existing contracted vendor, if awarded, must be willing to sign a contract or amend the existing contract to anticipate that YES Prep may amend the agreement in the future, as a minor contract modification to add new sites to or move existing connections on the existing network. Each new site will be coterminous with the original contract term or contract extension, whichever is in effect at the time.

Further, should individual sites be closed through official YES Prep action prior to contract signing, prior to July 1, 2027, during the initial contract term, or during any extension terms of the contract, the monthly recurring charge (MRC) will remain the same and YES Prep will not be responsible for any early termination penalties or fees. Vendors should be advised to consider this in their pricing structure.

Vendor should allow for bandwidth increase throughout term of contract.

Site status: Northside Secondary / Northside Elementary School

The Northside Secondary campus at 5215 Jensen Dr. is currently served under an existing agreement that runs through June 30, 2028. Service at this address will be disconnected when demolition begins, on or around August 2027. A new facility will open at the same address as Northside Elementary School, with service needed by approximately February 2028.

YES Prep is requesting proposals for service to the new facility, including any installation, construction, or reconnection charges. The current service provider may submit a proposal and will be evaluated on the same basis as all other proposers.

Proposers should price a 12-month term so the service ends June 30, 2028, on the same date as YES Prep's other agreements. Monthly recurring charges will begin only when service is installed and accepted at the new facility, and YES Prep will not pay recurring charges for any period before service is activated. Proposers should include an estimated installation timeline based on the anticipated opening date. YES Prep will provide updated construction and occupancy dates to the awarded vendor as they become available.

Service Requirements: Managed Direct Internet Access

YES Prep requires fully managed Direct Internet Access (MDIA) with Transport service to the locations specified in the Pricing Attachment, at the minimum symmetrical (download x upload) bandwidth listed for each location below. Service providers are requested to submit offers at each of the bandwidth tiers listed for each location.

- **Northside Elementary School**: minimum of 5 Gbps x 5 Gbps. Requested tiers: 5 Gbps, 7 Gbps, 10 Gbps.
- **North Rankin Secondary:** minimum of 10 Gbps x 10 Gbps. Requested tiers: 10 Gbps, 15 Gbps, 20 Gbps.

Each location has its own tab in the Pricing Attachment. Offerors **must** submit pricing for both locations, at no less than the minimum bandwidth for each location; partial bids will not be accepted. Pricing for the additional bandwidth tiers is requested but not required.

If the exact bandwidths listed are not available, vendors should include their closest comparable service level at or above the minimum for that location.

The managed service **must** include the following:

- Managed Direct Internet Access delivered locally to each campus.
- Separation of campus traffic using network VLANs.
- An Azure virtual appliance or equivalent.
- Four (4) YES Prep assignable public IP addresses for each location.

Preferred functionality. Offerors should identify which of the following functions are included in their proposed solution. Preferred functionality is not required, but will be considered in scoring under "Service/product meets school needs."

- Firewall or equivalent functionality.
- Functionality equivalent to implement Zero Trust Network Access.

- Security alerts.
- Ability to send logs to a Security Information and Event Management (SIEM) system.
- Traffic shaping.
- Web filtering.
- Site-to-site connectivity.
- DNS redirect.
- DHCP.
- Multicast.
- Web interface dashboard access to monitor and deploy changes.
- Reporting that can be exported into common formats, API, and/or other integrations.
- Alerts with notifications of events.
- Access to logs from a cybersecurity auditing system, such as a SIEM.

E-Rate eligibility. Some of the functions listed above may not be eligible for E-Rate support. Offerors must identify any components of the proposed solution that are not E-Rate eligible and price them separately in the Pricing Attachment so that YES Prep can cost-allocate them on its FCC Form 471.

Offerors should identify all customer premises equipment (CPE) and virtual appliances included in the managed service. Proposed services and equipment must comply with 47 CFR §§ 54.9 and 54.10. Equipment or services produced or provided by any company on the FCC Covered List will not be considered.

Proposals meeting any of the following technical criteria **WILL** be disqualified. See Section 4, "Disqualification Criteria," for the complete list of disqualification factors.

1. Solution does **NOT** offer at least the minimum bandwidth listed for each location.
2. Solution does **NOT** offer bandwidth dedicated to YES Prep but instead, the bandwidth is dependent on the number of other customers on the network or some other factor that does not guarantee the minimum bandwidth as a committed information rate (CIR).
3. Solution includes caps on data usage or slows speeds based on data usage or other factors.
4. Solution does **NOT** offer four (4) YES Prep assignable public IP addresses for each location.
5. Solution does **NOT** terminate service at the demarcation point within each building (generally the MDF) designated by YES Prep. For example, a solution that brings service only to the property line will be disqualified.
6. Solution does **NOT** provide managed Direct Internet Access delivered locally to each campus, with campus traffic separated by network VLANs.
7. Solution does **NOT** include an Azure virtual appliance or equivalent.

The Offeror should specify the exact demarcation setup included in the base fees, such as wall-mounted CPE and CAT6a or fiber handoff, rack mount patch panel, etc., and the handoff interface for each bandwidth tier (for example, 10 Gbps, 25 Gbps, 40 Gbps, or link aggregation).

Offerors must accept responsibility for site delivery, construction, permitting, pathway, and right-of-way costs required to deliver service. All such costs must be included in the proposal and itemized in the Pricing Attachment as separate non-recurring charges. YES Prep will not pay charges for these items that are not identified in the proposal.

4. EVALUATION AND AWARD OF PROPOSALS

In accordance with YES Prep Public Schools' policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by YES Prep Public Schools, to be the best value to YES Prep Public Schools. To qualify for evaluation, a proposal must be submitted on time and must not meet any of the criteria listed in Section 4, "Disqualification Criteria".

a. Evaluation Criteria

An evaluation committee will review and evaluate all proposals based on the factors detailed herein. YES Prep Purchasing Department will oversee the procurement process, including the evaluation, and will make a recommendation to YES Prep Public Schools' Board based on the YES Prep evaluation committee's recommendation. YES Prep' Board of Directors will make the final decision on whether and to whom a contract is to be awarded.

Evaluation Factor	**Weighted Value**
Price of eligible service/product	30%
Long-term cost and district standards	10%
Vendor installation plan and scope	10%
Reputation of vendor and vendor's service and past relationship with vendor	15%
Quote accuracy and document completeness	10%
Service/product meets school needs	10%
Quality of vendor's proposed service	15%
Total Points	**100%**

Each Evaluation Factor will be scored a maximum of 10 points, weighted as noted in the table above. Scoring will be based on the following criteria:

- **Price of eligible service/product:** Price is scored based on a formula. The lowest price gets the full 10 points (weighted at 30%), and every other bid is scored as (lowest price ÷ bid price) × 10 (max points available). For example, if the lowest bid price is $10,000, it would receive the full 10 points (30%) and a competing bid of $12,500 would receive 8 points (24%).

- **Long-term cost and district standards:** Bidders will be scored using the following criteria: 1 = Bid alignment with spec results in high additional cost; 5 = Bid meets partial spec resulting in some additional cost; 10 = Bid aligns with spec resulting in no additional cost. Additional costs may include but are not limited to those associated with transitioning to a new district standard.
- **Vendor installation plan and scope:** Bidders will be scored using the following criteria: 1 = no installation plan provided; 5 = installation plan provided but missing one or more key elements (timeline, demarcation setup, or approach to construction, permitting, and right-of-way); 10 = complete installation plan, including a timeline to have service in place by July 1, 2027 (or as soon as practicable for sites not yet ready), the demarcation setup, and the approach to construction, permitting, and right-of-way.
- **Reputation of vendor and vendor's service and past relationship with vendor:** Bidders will be scored using the following criteria: 1 = negative references, including negative references from YES Prep for existing vendors; 3 = no references provided or no reference responses; 7 = positive references from other customers; 10 = positive references from other K-12 or public-sector customers, or an existing relationship with YES Prep in good standing.
- **Quote accuracy and document completeness:** Bidders will be scored using the following criteria: 1 = Quote has several errors or inconsistencies (e.g., pricing doesn't match line items, quantities or part numbers don't match the spec) and needs significant clarification; 5 = Quote has minor errors or omissions that are resolved through clarification; 10 = Quote is accurate and complete, with all requested documents included and no clarification needed. Responses missing required documents will be handled under Section 4, "Disqualification Criteria", and are not scored here.
- **Service/product meets school needs:** Bidders will be scored using the following criteria: 1 = proposal meets the Service Requirements but offers only the minimum bandwidth tier, with no additional options; 5 = proposal offers some of the requested bandwidth tiers or options such as router lease; 10 = proposal offers all requested bandwidth tiers (Northside Elementary: 5, 7, 10 Gbps; North Rankin Secondary: 10, 15, 20Gbps) and options that meet or exceed YES Prep's needs. Proposals that do not meet the Service Requirements are disqualified and are not scored.
- **Quality of vendor's proposed service:** Bidders will be scored using the following criteria: 1 = no service level agreement (SLA) provided, or the SLA has no uptime or repair-time commitments; 5 = SLA includes uptime and repair-time commitments; 10 = SLA includes uptime and repair-time commitments, 24/7 network monitoring and support, and service credits for outages.

Disqualification Criteria

Proposals will be disqualified for any of the following:

1. Proposal received after the submission deadline.
2. Missing the completed Pricing Attachment in Microsoft Excel-compatible (.xlsx) format, including a completed tab for each campus with pricing for at least the minimum bandwidth listed for that campus, or a Pricing Attachment whose structure (rows, columns, line-item descriptions, order, headings, or formulas) has been altered.
3. Meeting any of the disqualification criteria listed in the Service Requirements section of Section 3, Scope and Specifications.

4. Proposal is qualified with conditional clauses that make the offer contingent on terms not called for in this RFP. Exceptions to the Agreement Terms and Conditions that are clearly noted in the proposal, as required by Section 5, are not by themselves grounds for disqualification.

Proposals will be disqualified only for the reasons listed above. Use of the terms "must," "shall," or "required" elsewhere in this RFP establishes contractual obligations or submission instructions and does not, by itself, constitute grounds for disqualification. The term "should" indicates a preference that may be considered in scoring.

Nothing in this section limits YES Prep's right to reject all proposals, cancel this solicitation in whole or in part, or decline to make an award. However, consistent with E-Rate program rules, an individual proposal will be removed from evaluation only for the disqualification reasons stated in this section. Where any other provision of this RFP reserves a right to reject a proposal, that right shall be exercised in accordance with this section.

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.

In case of ambiguity or lack of clarity in a proposal, YES PREP reserves the right to consider the most advantageous construction thereof, or to reject the proposal, in YES PREP' sole discretion.

Request for Best and Final Offers

YES Prep reserves the right to request Best and Final Offers (BAFOs) from one or more Offerors. BAFOs must be received by the date and time specified during discussions or negotiations. If an Offeror does not submit a BAFO by the stated deadline, YES Prep will evaluate that Offeror based on its originally submitted proposal. If BAFOs are requested, YES Prep reserves the right to conduct a subsequent evaluation and scoring of proposals, including any revised pricing and other information submitted in response to the BAFO request, in accordance with the evaluation criteria set forth in this solicitation.

b. Award of Contract

A proposal submitted in response to this RFP is an offer to contract with YES Prep Public Schools, based upon the terms, conditions, and specifications of this RFP. A proposal does not become a contract unless and until it is accepted by YES Prep Public Schools after approval by its Board.

The award of a contract, if any, for this RFP is currently scheduled to be presented to the YES PREP Board for formal approval at the regular Board Meeting in February 2027.

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of YES Prep Public Schools. YES Prep Public Schools is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in YES Prep Public Schools' sole discretion.

YES Prep Public Schools makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. YES Prep Public Schools makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5. AGREEMENT TERMS AND CONDITIONS

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor chosen by YES Prep Public Schools.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN PROPOSER'S SUBMITTED PROPOSAL.** Proposals that are qualified with conditional clauses will be handled as provided in Section 4, "Disqualification Criteria."

This Agreement is entered into between YES Prep Public Schools ("YES PREP") and Vendor, having submitted a proposal in response to a procurement solicitation issued by YES PREP and whose proposal has been accepted and awarded by YES PREP. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YES PREP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

5.1 Advertising

Vendor shall not advertise or publish, without the prior written consent of YES PREP, the fact that YES PREP has entered into this Agreement with Vendor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

5.2 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by YES PREP, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by YES PREP's Superintendent or its

Associate Superintendent/Chief Financial Officer (or their designees) after any necessary approvals have been obtained from the YES PREP Board of Directors.

5.3 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of YES PREP. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of YES PREP. Vendor is required to notify YES PREP when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.4 Buy America Act

YES PREP has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

5.5 Captions

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

5.6 Catalog Discounts

In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in YES PREP's sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor's original proposal (i.e. manufacturer name, product category, or entire catalog discount). YES PREP will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If YES PREP, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

5.7 Compliance with Laws

Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"). For the entire duration of this Agreement, Vendor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by YES PREP, Vendor shall furnish YES PREP with satisfactory proof of Vendor's compliance with this provision.

5.8 Confidentiality

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

5.9 Contract Term

The initial term of the Agreement is for a period of 1 (one) year, with YES PREP having the option to renew the Agreement for up to two (2) additional one (1) year terms. Any renewal of this Agreement shall be by mutual written consent of YES PREP and Vendor. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

YES Prep reserves the right to slightly modify the contract period if necessary, so that the Initial term or renewal period is coterminous with an E-Rate Fund Year or an extended service delivery date pursuant to an E-Rate "service delivery deadline". The sites requested under this RFP will either be awarded to a new vendor, or added to an existing agreement executed in 2025, which has a three (3) year term with two (2) optional one (1) year renewals. If the existing vendor is awarded, YES Prep intends to amend the existing agreement to include these additional sites and ensure all locations are co-terminus under the current agreement term.

5.10 Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form must be filled out and attached to proposal, if applicable)

Prior to commencing any work under the Agreement, if Vendor contracts with YES PREP to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at YES PREP; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with YES PREP to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.11 Customer Reference List

Vendor agrees to submit a customer reference list upon request by YES PREP.

5.12 Customer support

Vendor shall provide timely and accurate technical advice and sales support to YES PREP and YES PREP staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. YES PREP shall have the right to terminate this Agreement, effective immediately, due to unsatisfactory service rendered by Vendor. Vendor shall provide training to YES PREP staff regarding products and/or services supplied by Vendor, the product manufacturer, or a third party at no additional charge, if requested by YES PREP.

5.13 Delivery and Inspection

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.

All deliveries, unless specified otherwise in the purchase order, will be made to the YES PREP campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the building or facility in the room or rooms designated, at no additional charge.

YES PREP shall have the right to inspect the goods before accepting them. Final inspection shall be made at the delivery site after delivery. In the event YES PREP rejects good(s) because the good(s) fail to meet requirements of this Agreement or the RFP, are damaged, or are inferior, Vendor shall, without charge, promptly remove such rejected or damaged good(s) and replace them by delivering to the same inspection point, good(s) that meet the requirements of this Agreement and the RFP without any additional expense to YES PREP, including, without limitation, freight or other charges. Vendor must correct or replace any good(s) rejected by YES PREP with suitable, conforming good(s) within two weeks, or YES PREP shall have the right to purchase a replacement in the open market and any costs incurred, including additional costs over and above Vendor's price, will be the responsibility of Vendor.
In the event Vendor fails on three (3) occasions to timely deliver good(s) or to deliver good(s) in accordance with all requirements of the solicitation, YES PREP may immediately terminate this Agreement and any purchase order(s) issued hereunder and take any remedy detailed in this Agreement or otherwise available at law or in equity to YES PREP.

LIQUIDATED DAMAGES: If Vendor fails to complete the delivery of purchased good(s) within the time specified in the purchase order, or within any extension of time granted by YES PREP, Vendor will pay to YES PREP, as liquidated damages, Two Hundred Fifty Dollars ($250.00) for each calendar day that Vendor shall be in default after the time stipulated in purchase order.

5.14 Entire Agreement

This Agreement, the procurement solicitation issued by YES PREP, and Vendor's proposal submitted in response to YES PREP's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by YES PREP or Vendor's proposal submitted in response to YES PREP's procurement

solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by YES PREP and Vendor's proposal submitted in response to YES PREP's procurement solicitation, YES PREP's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

5.15 Equal Opportunity

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

5.16 Force Majeure

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

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, YES PREP shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of YES PREP's contractual, legal, or equitable rights.

5.17 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. This Agreement is also governed by YES PREP policies, as adopted by YES PREP' Board of Directors. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas.

5.18 Gratuities

Vendor shall not offer gifts or anything of value to any officer or employee of YES PREP for any reason related to this Agreement or the RFP. YES PREP may, by written notice to Vendor, terminate this Agreement without liability to Vendor if it is determined by YES PREP, in YES PREP' sole discretion, that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor or any agent or representative of Vendor, to any officer or employee of YES PREP with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Agreement is terminated by YES PREP pursuant to this provision, YES PREP shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

5.19 YES PREP Property

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

5.20 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD YES PREP HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by YES PREP.

5.21 Insurance

Contractors providing professional or contracted services shall maintain insurance coverage with insurers authorized to do business in the State of Texas. The following minimum coverage requirements shall apply to all contracts awarded by YES Prep Public Schools unless otherwise approved in writing by YES Prep Public Schools.

1. Workers' Compensation and Employer's Liability Insurance

- Workers' Compensation coverage as required by Texas law.
- Employer's Liability limits of not less than:
    - $1,000,000 Each Accident
    - $1,000,000 Disease - Each Employee
    - $1,000,000 Disease - Policy Limit

2. Commercial General Liability Insurance

Occurrence-based Commercial General Liability coverage with limits of not less than:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $2,000,000 Products-Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury

Coverage shall include, at a minimum:

- Premises and Operations
- Contractual Liability
- Products and Completed Operations
- Personal and Advertising Injury
- Broad Form Property Damage

3. Automobile Liability Insurance

- Coverage for all owned, non-owned, and hired vehicles used in connection with performance of the Agreement.
- Minimum limit of $1,000,000 combined single limit per accident for bodily injury and property damage.

4. Additional Requirements

- YES Prep Public Schools shall be named as an Additional Insured on the Commercial General Liability and Automobile Liability policies.
- All policies shall include a Waiver of Subrogation in favor of YES Prep Public Schools.
- Vendor's insurance shall be primary and non-contributory with respect to any insurance
- maintained by YES Prep Public Schools.
- Deductibles and self-insured retentions shall be the sole responsibility of the Vendor.
- Upon request, Vendor shall provide certificates of insurance and other documentation reasonably necessary to verify compliance with these requirements.
- Required insurance shall be maintained throughout the term of the contract.
- **Subcontractor Insurance:** The Vendor shall ensure that all subcontractors performing work or services under the contract maintain insurance coverage meeting the same requirements and minimum limits established in this Vendor Packet. The Vendor shall provide subcontractor Certificates of Insurance upon request.

5.22 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement. No course of prior dealings between YES PREP and Vendor and no usage of trade shall be relevant to, supplement, or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

5.23 Invoices; Payments

Invoices shall be directed to YES PREP's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during YES PREP's fiscal year in which the good(s) and/or services are purchased. Payments are due to Vendor within thirty (30) days after the later of the following:

(1) the date YES PREP receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date YES PREP receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from YES PREP not later than the tenth (10th) day after the date Vendor receives the payment from YES PREP.

5.24 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with YES PREP.

5.25 Multiple Contract Awards; Non-Exclusivity

YES PREP reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of YES PREP. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to YES PREP. During the Term of this Agreement, YES PREP reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

5.26 New Products

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

5.27 No Substitution

Any purchase order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Good(s) delivered must be new, in first-class condition, including shipment and storage containers, unless otherwise indicated on Vendor's proposal or in a purchase order. Unless otherwise agreed to in advance by YES PREP, Vendor will not deliver substitutes without prior authorization from YES PREP.

5.28 No Agency or Endorsements

YES PREP and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of YES PREP and is not an employee, agent, joint venturer, or partner of YES PREP, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between YES PREP and Vendor or YES PREP and any of Vendor's agents. Vendor agrees that YES PREP has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.29 Non-Appropriation Clause

Notwithstanding any other provision of this Agreement or obligation imposed on YES PREP by

this Agreement, YES PREP shall have the right to terminate this Agreement and/or any purchase order issued pursuant to this Agreement, without default or liability to Vendor resulting from such termination, if it is determined by YES PREP, in YES PREP's sole discretion, that there are insufficient funds to make payments under this Agreement. The parties agree that this Agreement is a commitment of YES PREP's current revenue only. Renewal of this Agreement, if any, is expressly contingent upon appropriation of funds and satisfactory performance by Vendor under this Agreement.

5.30 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

5.31 Penalties

If Vendor fails or is unable to provide the goods or services at the prices quoted in Vendor's proposal, if Vendor fails to deliver the goods or services in accordance with the timeline detailed in a purchase order, or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, YES PREP may take the following action(s), in YES PREP's sole discretion, and Vendor agrees to comply with YES PREP's action(s):

(a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal;
(b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by YES PREP);
(c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
(d) recommend to YES PREP's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to YES PREP and/or that this Agreement be immediately terminated.

5.32 Performance

Vendor agrees to use commercially reasonable best efforts to provide the good(s) and/or service(s) subject to this Agreement.

5.33 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. YES PREP will include the performance and payment bonds requirement in the specifications section of any solicitation or in a purchase order if performance bonds and/or payment bonds are required.

5.34 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by YES PREP.

5.35 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. Unit prices shall

include shipping/freight/inside delivery and installation charges to all YES PREP locations.

All price changes shall be presented to YES PREP for acceptance or rejection by YES PREP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by YES PREP prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

5.36 Quantities

Because all commodities will be provided on an "as needed" basis, YES PREP makes no representation either orally or in writing to the amount of commodities, services, or related items YES PREP will use during the Term of the Agreement. Any quantities shown on the RFP are estimates only, based on projected use and need; it is specifically understood and agreed that these quantities are approximate. YES PREP reserves the right to increase or decrease quantities. In the event quantities are increased or decreased, the amount added or deducted shall be based upon the unit price included in Vendor's proposal.

5.37 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to YES PREP under this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontract files, all paid vouchers (including those for out-of-pocket expenses), ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments, change orders, purchase orders, insurance documents, memoranda, and correspondence relating to this Agreement. These records and accounts shall be retained by Vendor and made available for audit by YES PREP and/or YES PREP' representatives for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by YES PREP of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by YES PREP pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. 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.

5.38 Right to Audit

YES PREP, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to YES PREP in connection with Vendor's work for YES PREP and shall be open to inspection and subject to audit and/or reproduction by YES PREP or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

(a) Vendor's compliance with this Agreement and the requirements of the solicitation,
(b) compliance with YES PREP procurement policies and procedures,

(c) compliance with provisions for computing billings to YES PREP, and/or
(d) any other matters related to this Agreement.

5.39 Severability

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

5.40 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by YES PREP. If a product cannot be shipped within that timeframe, Vendor shall notify YES PREP of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. YES PREP may cancel the order if the estimated shipping time is not acceptable to YES PREP, in its sole discretion.

5.41 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to YES PREP for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between YES PREP and any such subcontractor, nor shall it create any obligation on the part of YES PREP to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

5.42 Taxes

YES PREP is tax-exempt, and YES PREP shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. YES PREP shall not be liable for any taxes resulting from this Agreement.

5.43 Tax Responsibilities of Vendor and Indemnification for Taxes

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

5.44 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of YES PREP and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, YES PREP 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 PREP. YES PREP

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 PREP also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if YES PREP believes, in its sole discretion, that it is in the best interest of YES PREP to do so. Vendor agrees that YES PREP shall not be liable for damages in the event that YES PREP 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.

5.45 Title and Risk of Loss

Whenever YES PREP is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall not pass to YES PREP until YES PREP actually receives, accepts, and takes possession of the goods at the point(s) of delivery. The place of delivery shall be as set forth in any duly authorized purchase orders.

5.46 Waiver

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

5.47 Warranty – Price

The price to be paid by YES PREP for goods and/or services shall be that contained in Vendor's proposal, which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specifications covered by this Agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, YES PREP may immediately terminate this Agreement, without liability to YES PREP. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, YES PREP shall have the right in addition to any other right or rights to terminate this Agreement without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5.48 Warranty – Goods and/or Services

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of YES PREP's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings,

specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by YES PREP. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement. Vendor shall not limit or exclude any implied warranties and any attempt by Vendor to do so shall render this Agreement terminable by YES PREP, in YES PREP' sole discretion.

5.49 Warranty – Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by YES PREP and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall indemnify and hold YES PREP harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Vendor warrants that the goods and/or services sold to YES PREP shall conform to the standards promulgated by applicable law and governing bodies, including, without limitation, OSHA and the Consumer Product Safety Commission. In the event the good or service does not conform to applicable standards, YES PREP may return the product for correction or replacement at Vendor's expense. In the event Vendor fails to make the appropriate correction within reasonable time, correction made by YES PREP will be at Vendor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by YES PREP. If any product called for by name in the RFP should contain any asbestos material, Vendor must notify the YES PREP Purchasing Office immediately for the name of a suitable substitute asbestos-free product.

5.50 Warranty – Infringement

Vendor warrants that the goods and/or services delivered pursuant to this Agreement will not give rise to a claim of intellectual property infringement by a third party.

5.51 Website Support

Vendor agrees to cooperate with YES PREP in publicizing contract particulars on YES PREP's website. Vendor agrees to work with YES PREP in updating and maintaining current information on Vendor's activities related to the Agreement on the website. Vendor agrees to provide an electronic version of its logo for use on YES PREP's website upon request and provide other information as reasonably requested by YES PREP to help ensure that YES PREP's website is current and consistently updated.

5.52 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job

or on YES PREP's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on YES PREP's property.