Hello,

YES Prep Public Schools is pleased to potentially be working with you as a vendor! To facilitate YES Prep's review of your organization, the attached Vendor Packet must be completed *in its entirety*. Please read this cover page in full, as it contains important information.

Below are the items required:

1) Vendor Information Form

Rationale: used to determine corporate status, confirm legal entity, and provide contact information to support payment(s)

2) W-9 Form

Rationale: the Internal Revenue Service requires that YES Prep obtain this form

3) Conflict of Interest

Rationale: identifies potential risks associated with pre-existing relationships between vendors and YES Prep Public Schools' Board and/or Officers

4) Workers' Compensation Certificate

Rationale: identifies that vendor is following the legal requirements to protect its employees if they get injured or sick while working. (Required for professional - contracted services only)

5) Insurance Coverage Requirements

Rationale: establishes the minimum insurance coverages required for professional and contracted services, including Workers' Compensation, General Liability, Automobile Liability, and Additional Insured requirements.

6) felony Conviction Notification

Rationale: All vendors doing business or desiring to do business with the district must provide a notification of criminal history as required under Texas Education Code, Chapter 44, Subsection B, Section 44.034.

7) Certificate of Residency

Rationale: to determine the residency of its bidders/proposers for construction related services under Texas Government Code, Chapter 2252, Subchapter A.

8) Ch. 22 Contractor/Subcontractor Certification Form (required only for Services)

Rationale: protects YES Prep students by identifying background check requirements related to individuals that will be present on a YES Prep campus

9) Debarment and Suspension Certification

Rationale: Identifies that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. YES Prep is part of SAM (System for Award Management System). In order to comply with EDGAR (Education Department General Administrative Regulations) for purchases made with Federal and State Grant Funds, YES Prep has a right to search for existing vendor and new vendor to prove the qualification of such vendor through SAM.

**As a vendor, you can register your business with SAM – www.sam.gov

10) EDGAR CERTIFICATIONS

Rationale: These certifications are only required for the projects funded with federal dollars. They are not needed if federal funds are not used.

11) ACH Authorization

Rationale: YES Prep Texas requires that all vendors be paid via ACH to prevent lost/stolen checks and ensure faster payments. **A vendor will not be approved if it cannot accept ACH payments**, as this is an organizational policy to ensure compliance with IRS tax reporting laws and internal control procedures.

Thank you and we look forward to your response!

NOTICE OF PERSPECTIVE VENDORS:

1. Vendors are not placed on the Approved Vendor List until the Vendor Packet is processed in order for a Purchase Order to be approved by the Purchasing Department.
2. Vendors must Accept Purchase Order for all products and services. YES Prep Public Schools is NOT responsible for payment for products or services that are provided to YES Prep Public Schools without an approved Purchase Order.
3. All Invoices must reflect the Purchase Order number and must be mailed or emailed (checkrequest@yesprep.org).
4. All payments are net 30 days after receipt of products or services.
5. Completion of this form does not guarantee the approval of the request.
6. Purchases over the Small Purchasing Threshold* are required to be approved by Board of Directors. *(Title 2, Code of Federal Regulations (2 CFR), Section 200.320)

YES Prep Public Schools

Procurement Department

Reset

yes prep
PUBLIC SCHOOLS

VENDOR INFORMATION	
Vendor Name: *(required)*	
Vendor DBA (If Applicable)	
Federal Tax ID or Social Security Number: *(required)*	
Type(s) of Products or Services: *(required)*	
List any Co-Ops vendor is associated with: YES Prep is a member of the following Co-Ops: HGACBuy-Houston-Galveston Area Council (H-GAC), 1GPA, ASC, BUYBOARD, Choice Partners, E&I Cooperative Services EPIC6 COOP, EQUALIS, GOODBUY, OMNIA Partners, PACE, PCA SOURCEWELL, TEXBUY, TIPS, and 791 COOP	
VENDOR CONTACT INFORMATION	
Vendor Mailing Address:(required)	
Vendor Remit Address: (if different from mailing address)	
Vendor Phone Number: *(required)*	
Vendor Email Address: *(required)* (For distribution of Purchase Orders)	
Vendor Website URL:	
Vendor's Diversity Credentials if any, Please check one: None Other: _____ ☐ Minority-Owned ☐Women-Owned ☐Veteran-Owned ☐Disability-Owned ☐LGBTQ-Owned ☐Cert. Small Business	

I certify that the information provided above is accurate and correct. Additionally, I confirm that I am an authorized representative of this vendor and have read, understood, and agree to the terms and conditions outlined in the RFP/RFQ and Purchase Order.

_____ _____
Vendor Authorized Representative (Print) Title

_____ _____
Vendor Authorized Representative (Signature) Date

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

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

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 **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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.*

CONFLICT OF INTEREST

YES Prep Public Schools is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor who does business with YES Prep or who seeks to do business with YES Prep must complete the new 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 a 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, including a charter school. 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 you have a conflict of interest with any YES Prep employee, agent, board member, or related party you must submit a Conflict of Interest Questionnaire - Form CIQ

You can find the form here: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Please answer the following three questions. Please note that failure to properly disclose any information below may lead to criminal prosecution.

Are you a current employee of YES Prep Public Schools	◯ Yes	◯ No
Have you ever been an employee of YES Prep Public Schools	◯ Yes	◯ No
Are you related, in any way, to a board member of YES Prep or any employee of YES Prep	◯ Yes	◯ No

WORKERS' COMPENSATION CERTIFICATE

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

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

_____
Vendor Name

_____
Signature of Authorized Agent

_____
Date Signed

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

Required for professional - contracted services only

INSURANCE COVERAGE REQUIREMENTS

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.

_____
Vendor Name

_____
Signature of Authorized Agent

_____
Date Signed

Required for professional - contracted services only

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, codified as Texas Education Code § 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 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 school district may terminate a contract with a person or business entity if the district 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 district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

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

Company: _____ dba

Company Official: _____

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

Signature of authorized agent: _____

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

Signature of authorized agent: _____

○ **C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.**

Name of individual (s): _____

Details of conviction (s): _____

Signature of authorized agent:_____

Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for YES Prep to determine the residency of its bidders/ proposers for construction related services. In part, this law reads as follows:

"Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

"A governmental entity may not award a governmental 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 greater of the following:

(1) 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; or

(2) 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 a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental 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:

I certify that _____

(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

- ○ Resident Bidder/Proposer
- ○ Non-resident Bidder/Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

in the state of

_____

Signature of Authorized Company Representative

_____

Print Name

_____ _____

Title Date

Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with open-enrollment charter schools ("Contractors") and entities that contract with open-enrollment charter school contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at an open-enrollment charter school. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to YES Prep; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to YES Prep and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or YES Prep, as follows:

1. Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas.
   All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to YES Prep (and, in the case of a Subcontractor, certify compliance to Contractor and YES Prep), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.
2. YES Prep: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that YES Prep may obtain their covered employees' criminal histories, as applicable.
   Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should YES Prep pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse YES Prep for such costs; in the event Contractor fails to reimburse YES Prep for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that YES Prep may deduct such costs from any payment due and owing by YES Prep to Contractor.

Definitions:

Covered employees: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at an open-enrollment charter school 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.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

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:

- For 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: (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 § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of 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).

- For employees of all other contracting or subcontracting entities: (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: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of 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/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to YES Prep Public Schools ("YES Prep") (and, in the case of a Subcontractor, certify to Contractor and YES Prep) that [check one]:

☐ None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If YES Prep, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide YES Prep with the name, date of birth, and any other requested information of such covered employees so that YES Prep may obtain criminal history record information on the covered employees, upon request of YES Prep.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) Contractor/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 Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify YES Prep in writing within 3 business days.

(3) Upon request, Contractor/Subcontractor will provide YES Prep with the name, date of birth, and any other requested information of covered employees so that YES Prep may obtain criminal history record information on the covered employees.

Or

☐ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify YES Prep in writing within 3 business days. Upon request, Contractor/Subcontractor will provide YES Prep with the name, date of birth, and any other requested information of covered employees so that YES Prep may obtain criminal history record information on the covered employees.

(2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/ Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that YES Prep may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.

(3) Contractor/Subcontractor shall provide YES Prep's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee

whose criminal history record information is not received by YES Prep at least ten (10) YES Prep business days prior to the start of the services to be performed by Contractor/Subcontractor at YES Prep is subject to exclusion from service, in YES Prep's sole discretion, until his or her criminal history record information can be obtained and reviewed by YES Prep. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.

(4) Contractor/Subcontractor agrees that YES Prep will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by YES Prep through the procurement and/or contracting processes, to determine, in YES Prep's sole discretion, whether any covered employee(s) should be prohibited from serving at YES Prep. YES Prep will notify Contractor/Subcontractor of its determination.

(5) If YES Prep at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at YES Prep, in YES Prep's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by YES Prep through the procurement and/or contracting processes, YES Prep will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If YES Prep, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by YES Prep through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at YES Prep.

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

_____	_____	_____
Signature	Title	Date

***** Upon contract award and/or initiation of PO/contract from YES Prep, the winning proposer/Contractor will be provided YES Prep's service code form to have its and its subcontractors' covered employees fingerprinted.**

Debarment, Suspension, Ineligibility or Voluntary Exclusion

Certification Form

NAME		Doing business as (DBA)	
ADDRESS	**Applicable Procurement or Solicitation #, if any:**		Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

I. READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: _____

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when YES Prep expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order (PO), the following terms and conditions shall control. **Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between YES Prep and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY/RECIPIENT AND SUBRECIPIENT CONTRACTS UNDER FEDERAL

AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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 YES Prep expends federal funds, 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 YES Prep expends federal funds, 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or YES Prep. YES Prep also reserves the right to terminate the contract immediately for convenience, if YES Prep believes, in its sole discretion that it is in the best interest of YES Prep to do so. 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. If YES Prep terminates the contract for any reason, written notice of termination will be provided to vendor. 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 YES Prep's best interest.

Does Vendor agree? 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 YES Prep expends federal funds 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when YES Prep expends federal funds during the term of an award for all contracts and subgrants for construction or repair, 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 recipient or subrecipient 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 YES Prep expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by YES Prep resulting from this procurement process.

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, and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by YES Prep, Vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, 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 $250,000 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, Vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, 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 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by YES Prep, Vendor certifies that during the term of an award for all contracts by YES Prep resulting from this procurement process, 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 or by the State of Texas. Vendor shall immediately provide written notice to YES Prep if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. YES Prep may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless YES Prep knows the certification is erroneous.

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, 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:

I. 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.

II. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

III. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers 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.

YES Prep and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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 (1) 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; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (J) above.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(K) Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by YES Prep, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY—2 C.F.R. § 200.215

When federal funds are expended by YES Prep for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, YES Prep will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. YES Prep has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES —2 C.F.R. § 200.216

YES Prep, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS – 2 C.F.R. § 200.217

If vendor is a subrecipient of YES Prep, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by YES Prep for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by YES Prep for any contract resulting from this procurement process in excess of $100,000, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 C.F.R. Part 15.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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 Contract, 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 Contract 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 Contract.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

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 regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that the YES Prep's Inspector General or any of their duly authorized representatives shall have access to any records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this Contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

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

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(a) and (b)

To the extent practicable and consistent with law, YES Prep has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it 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.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322(C)

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when YES Prep is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. **"Infrastructure"** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to YES Prep and/or the awarding Federal agency.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

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VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

YES Prep PUBLIC SCHOOLS
PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – This Purchase Order ("PO") constitutes a binding contract between the Vendor and YES Prep Public Schools ("YES Prep"), to furnish the goods and/or services specified on the face of the PO. Acceptance of the Vendor's goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the Vendor's documentation or agreements.
   a. Under no circumstances is the amount of this purchase order to be exceeded without prior approval of the Director of Accounts Payable and Procurement or designee.
   b. No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specifications of any purchase order, contract, or service agreement will be recognized without the prior written authorization of the Director of Accounts Payable and Procurement or designee.
   c. YES Prep's purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
   d. Address all communication (excluding invoices) concerning this purchase order to the Director of Accounts Payable and Procurement, at the address on the front of the purchase order.
2. **AGREEMENT** – This PO, the terms and conditions specified in YES Prep's procurement solicitation/cooperative contract ("RFP") (if any), and any contract entered into between YES Prep and Vendor as a consequence of the RFP, and the YES Prep Vendor Packet (including all certifications therein) ("Vendor Packet") represent the basis for Vendor to deliver the required goods and/or services. This PO, the RFP (if any), any contract entered into between YES Prep and Vendor as a consequence of the RFP, and the Vendor Packet represent the entire agreement of the parties and supersede all prior offers, negotiations, exceptions and understandings, whether oral or in writing. In the event of a conflict among this PO, the RFP (if any), or the contract, the contract shall control. In the event of a conflict between this PO and the RFP (if any), the RFP shall control.
3. **VALIDATION** – This is a valid PO only when A PO number appears in the space provided.
4. **PRICES** – YES Prep accepts Vendor's price(s) as recorded on Vendor's bid/proposal and on this PO but reserves the right to cancel the PO if the prices are to be increased prior to the delivery of goods or the completion of services. The price(s) specified on the face of the Purchase Order shall remain firm until YES Prep has processed the Vendor's invoice, or until the goods and/or services have been accepted by YES Prep, whichever is later. Vendor is directed not to fill this PO at increased prices without authorization from the Director of Accounts Payable and Procurement or designee. No separate charges, except those clearly recorded on Vendor's bid/proposal and on this PO, can or will be allowed.
5. **TAX EXEMPT** – YES Prep is tax-exempt. Vendor shall not include taxes on the invoice. YES Prep's Tax Identification Number is 76-0563835.
6. **WARRANTY, GUARANTEE, LAWS AND REGULATIONS** – In addition to the guarantees and warranties provided by law, by accepting this PO, Vendor hereby expressly guarantees, warrants, and represents that:
   a. all goods and/or services furnished are new (i.e., previously unused and in their original packaging and have not been reconditioned, repackaged, returned, remanufactured, refurbished, or damaged), free from all defects in material and workmanship, meet and conform to all applicable specifications and requirements, and are suitable for the ordinary, intended purpose(s) as well as any special purposes specified by YES Prep, for a period of one (1) year from the date of acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. Neither acceptance of, nor payment of, said goods and services shall constitute a waiver or modification of any of the warranties of Vendor, or the rights of YES Prep;
   b. all services performed by it or its subcontractors and all material used on YES Prep's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to YES Prep;
   c. the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that Vendor will, at Vendor's expense, defend any and all actions or suits charging such infringement and will save YES Prep, its agents and employees, harmless in case of any such action or suit;
   d. the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws and regulations; and
   e. nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of YES Prep.
7. **INDEPENDENT CONTRACTOR –** In the event this PO requires the Vendor's performance of services by Vendor's employees, or persons under contract to Vendor, to be done on YES Prep property, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of YES Prep.
8. **INSURANCE –** Vendor shall maintain all necessary insurance coverages including public liability and workers compensation insurance.
9. **INDEMNIFICATION/HOLD HARMLESS –** Vendor shall indemnify and hold harmless and defend YES Prep from any and all claims of liabilities arising out of the work covered by this PO.
10. **GOVERNING LAW** – The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this PO. The exclusive jurisdiction for any dispute under this PO is the state and federal courts located in Harris County, Texas.
11. **APPROPRIATED FUNDS** – Renewal of this PO or continuation beyond the current fiscal year, if any, will be in accordance with applicable governing law concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this PO or obligation imposed on YES Prep by this PO, YES Prep shall have the right to terminate this PO without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of YES Prep if it is determined by YES Prep, in YES Prep's sole discretion, that there are insufficient funds to extend this PO. The parties agree that this PO is a commitment of YES Prep's current revenue only.
12. **INSPECTION** – Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after YES Prep's first use of the goods and/or services, YES Prep reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor, to ensure that they comply with this PO, the RFP (if any), and/or any contract entered into between YES Prep and Vendor as a consequence of the RFP. This right shall exist even if payment has already been made by YES Prep to the Vendor. Goods or services which, in the sole opinion of YES Prep, fail to conform to the required specification(s) or standard(s) may be considered non- conforming.
13. **NON-CONFORMANCE** –Vendor assumes all liability for delivering goods that do not meet the specification(s) and standard(s) specified on the face of the PO. Any non-conforming goods and/or services which are delivered to YES Prep are accepted under a "reservation of YES Prep's rights" to contest, dispute, request offsets, reject, or return the non-conforming goods and/or services, in whole or in part. Any tender of goods or performance of services by Vendor which are non-conforming as to the quality, quantity, or the delivery schedule shall constitute a breach of this PO and YES Prep shall have the absolute right to reject the goods and/or services, in whole or in part. In the event that YES Prep does not accept any goods and/or services which have been submitted to YES Prep, YES Prep is entitled to any and all remedies that are provided by law. In addition to the U.C.C. allowed contract by contract right of setoff, YES Prep is entitled to a "party by party" right of set off. YES Prep is not required to mitigate its damages in order to obtain the relief for any breach of contract remedies available to it. In addition, YES Prep has the right to do any or all of the following, in YES Prep's sole discretion:
   a. to hold the non-conforming goods and/or services for a reasonable period at Vendor's risk and expense pending a determination to accept or reject any or all thereof;
   b. to return the non-conforming goods and/or services to Vendor at YES Prep's election and at Vendor's risk and expense for replacement or correction, in which case Vendor shall use best efforts to replace any non-conforming goods and/or services at Vendor's risk and expense;
   c. to accept the non-conforming goods and/or services subject to an equitable price reduction;
   d. to replace or correct the non-conforming goods and/or services and charge to Vendor the cost occasioned to YES Prep thereby;
   e. to recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by YES Prep as a result of the holding, return, replacement, correction, reductions, or rejections of non-conforming goods and/or services; and/or
   f. to terminate the PO and/or any contract entered into between YES Prep and Vendor.
14. **DELIVERY**
   a. All deliveries shall be to the site(s) specified on the purchase order and pricing shall include all shipping, handling, freight, and/or delivery charges.
   b. The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth in the PO is of the essence of this PO. If, at any time, Vendor believes it may be unable to comply with the delivery or completion schedules, then Vendor must immediately notify YES Prep's Director of Accounts Payable and Purchasing in writing of the probable length of any anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Vendor to comply with the delivery or completion schedules, YES Prep may, in addition to all other remedies, require Vendor, at Vendor's expense, to ship the goods via airfreight or expedited routing to avoid or minimize delay.
   c. When a delivery is to be made to a YES Prep campus: (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made and goods shall be placed inside the campus building in the designated room(s) at no additional charge. YES Prep CANNOT AND WILL NOT ACCEPT TAILGATE DELIVERY AT A SCHOOL ENTRANCE UNLESS SPECIFIED OTHERWISE ON THIS PO.
   d. **All unshipped items on this PO will automatically be cancelled ninety (90) days after date of order** unless prior approval by YES Prep's Director of Accounts Payable and Purchasing has been obtained. Shipments initiated after such date may not be accepted.
15. **PAYMENT TERMS** - Itemized invoices shall be directed to the YES Prep Account Payable Department at checkrequest@yesprep.org Payments are due to Vendor within thirty (30) days after the later of the following: (1) the date YES Prep receives the goods; (2) the date the performance of the service is completed; or (3) the date YES Prep receives an invoice for the goods and/or services.

16. **INVOICING REQUIREMENTS** - All invoices shall include the following: PO Number; Invoice Date, Name of Vendor, brief description of the item, quantity, unit price, and extended price; Vendor's complete mailing address and telephone number; any other substantiating documentation or information as required by the PO.

17. **SAFETY DATA SHEETS (SDS)** - The Federal Government requires that YES Prep obtain current and accurate Safety Data Sheets for each product, which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous.

18. **PRODUCT RECALL** – Vendor shall notify YES Prep's Director of Accounts Payable and Procurement immediately if a product recall is instituted on any good and/or service Vendor has delivered or if Vendor discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

19. **NON-WAIVER** - Failure of YES Prep to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful Vendor in the event of breach, or the acceptance of or payment for any goods hereunder shall not release successful Vendor from any of the warranties or obligations of any PO, contract or service agreement, and shall not be deemed to waive any right of YES Prep to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of a PO, contract or service agreement by YES Prep operate as a waiver of any of the terms hereof.

20. **NO ASSIGNMENT** – The rights and responsibilities of Vendor to furnish the goods and/or services specified herein shall not be subcontracted, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by the Vendor, unless previously accepted by YES Prep and Vendor in writing.

21. **CERTIFICATIONS –22.1.** If Vendor is not a governmental body and (a) this PO has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by YES Prep; or (b) this PO results in the expenditure of at least $1 million in public funds for the purchase of goods or services by YES Prep in a fiscal year of YES Prep, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP (if any) and the Agreement/PO (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this PO as provided by the records retention requirements applicable to YES Prep for the duration of the Agreement; (2) promptly provide to YES Prep any contracting information related to the Agreement/PO that is in the custody or possession of the Vendor on request of YES Prep; and (3) on completion of the Agreement/PO, either (a) provide at no cost to YES Prep all contracting information related to the Agreement/PO that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement/PO as provided by the records retention requirements applicable to YES Prep.

22. **CONFLICT OF INTEREST** – In accordance with Section 176.006 of the Texas Local Government Code, Vendor must file, on an annual basis, a Conflict of Interest Questionnaire with the YES Prep Purchasing Department. The Form CIQ and instructions can be found on the Texas Ethics Commission's website at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf or in the Vendor Packet, which is available by email request to procurement@yesprep.org.

23. **FEDERAL FUNDS: If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable:** the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), 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"), and mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I acknowledge that I have read and understood the above policies and procedures in its entirety and agree to abide by them.

Vendor Name Authorized Vendor Representative Date

yes prep
PUBLIC SCHOOLS

5455 South Loop E. Fwy • Houston, Texas 77033
TEL 713.967.9000 • FAX 713.589.2502
yesprep.org

Vendor ACH Payment Enrollment Form

Signing up for Vendor Automated Clearing House (ACH) payments provide many benefits for our vendors:

Faster Payments

- ACH payments can be credited to your account in less than three business days. Payments made through the U.S. Postal Service can take seven to ten days.
- Banks do not hold ACH payments like they do checks. Your funds are available as soon as the ACH payment is credited to your account.

Fewer Hassles

- ACH payments eliminate the need for paper checks and envelopes as well as the fuel and
- energy used to prepare and deliver checks.
- Your ACH payment cannot be lost in the mail or sent to an outdated address.
- You can receive immediate notification of each ACH payment (with remittance detail) sent to the email address you provide.
- You will save time by not traveling to the bank or waiting in lines to deposit your check.

Please read the following to clarify how the Direct Deposit form works when initiating direct deposit, discontinuing direct deposit, or when the vendor closes their account and does not inform the Yes Prep Accounts Payable department. This form can perform two functions; it will initiate a new direct deposit, and discontinue an existing direct deposit. Anytime a vendor wants to change their existing direct deposit, select the “Initial Set Up”, “Change of Account Info” or “Discontinue Direct Deposit “ boxes. When a direct deposit is initiated, the system will perform a test run for the first payment issued following the processing of the form. If the information provided on the form is accurate, the funds for the next vendor payment will be deposit directly into the designated account. The only time the “Discontinue” check box should be used on this form is if the vendor wants to receive live checks instead of having funds directly deposited into the bank. The form will discontinue direct deposit for the vendor after the form has been received and processed. If you have any questions about Vendor ACH payments, please feel free to contact Yes Prep Accounts Payable office at checkrequest@yesprep.org

Reset Submit by Email

yes prep PUBLIC SCHOOLS

ACH Payment Enrollment/Change Form

This form is used for Automated Clearing House (ACH) payments to provide payment related information to your financial institution. You must check with your financial institution to confirm that funds have been deposited.

Please select one of the following:

☐ Initial Setup ☐ Change of Account information

Vendor Information

Company Name: ☐ **Individual** ☐ **Business**

Social Security or Tax ID:

Contact Name: **Contact Phone Number:**

Contact/Remittance Advice Email:

Financial Institution

Name:

Routing Number: **Account Number:**

Type of Account: ☐ **Checking** ☐ **Savings**

Authorization

I authorize you and the financial institution listed above to automatically deposit my payments into my account each time a payment is made. If necessary, you may adjust or reverse any deposits made in error. This authorization will remain effective until I cancel it in writing, allowing you reasonable time to process the cancellation. I will notify you immediately of any changes to my account.

Signature: **Title:**

Name: _____ **Date:**

To ensure accuracy, a bank letter dated within 90 days must accompany this form. A social security number or Taxpayer ID is required for vendor verification. An email address must be provided for remittance notifications.

Office Use Only

Verification by the Department/Campus(for ACH changes)

Verbally verified by ☐ with

Name: **Signature:**

Thank you for your cooperation in helping us to better serve you.

YES Prep Public Schools acknowledges that the information collected will only be used to facilitate the transfer of funds and for no other purpose.

Date updated: 11.6.2024