



## REQUEST FOR PROPOSAL (RFP)

### For 2017-2018 Student Services

Proposals will be accepted on or before Friday, June 9, 2017 at 5:00 PM CST. Proposals received later than the date and time designated WILL NOT be considered.

#### **Note to Proposers**

Carefully read all instructions, schedule, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and attachments and return as instructed in this document to:

**Mitch Elatkin**

**Director of Student Services**

731 Fredericksburg Rd. San Antonio, TX 78201

[melatkin@kippsa.org](mailto:melatkin@kippsa.org)

Fax: 210-735-7301

An authorized company representative must complete and sign below; failure to do so will disqualify the proposal.

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

**Company Address:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_

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

**Representative Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of the Request for Proposal unless modifications or alterations are clearly noted in your proposal submission. Contractors will receive an email confirmation of receipt of their proposal.

## PROPOSAL SUBMISSION REQUIREMENTS

Contractors shall submit an electronic copy of the following documents via e-mail or fax with a subject "Request for Proposal -- 2017-2018 Student Services" based on the schedule below to:

**Mitch Elatkin**  
**Director of Student Services**  
731 Fredericksburg Rd. San Antonio, TX 78201  
[melatkin@kippsa.org](mailto:melatkin@kippsa.org)  
Fax: 210-735-7301

Proposals received after 5:00 PM CST on Friday, June 9, 2017 will not be considered. All submitted proposals shall include:

1. **Cover Page:** Page one of this package shall be filled out and signed by an authorized representative of the Company.
2. **Profile, Experience, and References:** Contractor shall include background information on employees and references from other entities similar to KIPP San Antonio for which the Contractor has provided goods and/or services. References should be provided using the form attached or through an alternative form.
3. **Certificate of Insurance:** Contractor shall provide proof of Worker's Compensation, General Liability, and Fidelity Bonding insurance.
4. **All-Inclusive Proposed Fees:**
  - a. Contractor shall include any additional projected fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
  - b. If the Contractor submitting a proposal must outsource or subcontract any work to meet the requirements contained herein, this shall be clearly stated in the proposal. Additionally, all costs included in a proposal shall be all-inclusive to include any outsourced or subcontracted work. Any proposals which call for outsourcing or subcontracting work shall include a name and description of the organizations being contracted.
5. **Criminal History Review of Contractor Employees:** Contractor shall review and complete the attached form regarding "Covered Employees" and criminal history and/or fingerprinting records.
6. **Debarment or Suspension Certificate:** Contractor shall review and complete the attached form.
7. **Conflicts Disclosure Statement:** Contractor shall provide a signed and completed copy of the attached *Form CIQ*.
8. **State of Texas Health and Human Services Commission- Child Support Certification:** Contractor shall review and complete the attached form required when utilizing state funding.
9. **Supplemental Information:** Contractor may include supplemental information, as described below and deemed appropriate by the Contractor. (see below)

- a. Contractors shall provide the following items as part of their proposal for consideration:
- Description of experience in providing student services to schools in general and charter schools in particular.
  - Description of understanding of Special Education law and policy in Texas as well as under Federal law.
  - List of how many full time, part time, and contract staff are in your organization.
  - Names, phone number, and addresses of three current clients (at least one in San Antonio).
  - Anticipated resources you will assign to this project (total personnel number, role, title, experience).
  - Description of experience with providing services to Limited English Proficient students and parents who do not speak English.
  - Description of experience using Special Education software for writing IEPs, tracking timelines, etc., such as the eSped system or other comparable systems.
  - Any other pertinent information that will help in the evaluation.

## **GENERAL INFORMATION**

### **Purpose**

KIPP San Antonio is currently seeking proposals for student services, which shall include, but not be limited to: special education assessments/ evaluations/ re-evaluations, dyslexia evaluations, speech/language evaluations and therapy, counseling services, occupational therapy services, adaptive physical education, orientation & mobility, visual and auditory services. KIPP San Antonio is seeking a Contractor (or multiple Contractors) that can provide the best overall value to the district through cost, service options, customer service, timeliness, etc. This Request for Proposal (RFP) states the instructions for submitting the proposal, the specifications for the work, the criteria by which Contractor (s) may be selected and the contractual terms by which KIPP San Antonio intends to govern the relationship between itself and the selected Contractor (s).

### **Organizational Background**

KIPP San Antonio is a growing network of free, open-enrollment public charter schools that provide excellent education to educationally underserved students. KIPP San Antonio was founded in 2003 with the opening of our first middle school, KIPP Aspire Academy. Responding to student, parent, and community demand, KIPP San Antonio now operates five additional schools: KIPP University Prep High School, KIPP Camino Academy (middle), KIPP Un Mundo Dual Language Academy (elementary), KIPP Esperanza Dual Language Academy (elementary), and KIPP Poder Academy (middle). KIPP San Antonio is continually growing and will soon serve more than 9,000 students in 15 schools in central San Antonio.

Students will be served at the following campuses for the 2017-2018 school year:

KIPP Esperanza Academy (Grades K-3)  
KIPP Un Mundo Academy (Grades K-4)  
KIPP Camino Academy (Grades 5-8)  
KIPP Aspire Academy (Grades 5-8)  
KIPP University Prep High School (Grades 9-12)  
KIPP Poder Academy (Grades 5-7)

KIPP Un Mundo, KIPP Camino will be located on one campus at 4343 West Commerce; KIPP Esperanza, KIPP Aspire and KIPP University Prep High School will be located at 239 Stark Street; and the KIPP San Antonio School Support Team offices at 731 Fredericksburg Road.

### **Project Description and Scope**

KIPP San Antonio is seeking Contractor(s) to provide 2017-2018 Student Services. At this time, we are seeking proposals for a range of services as any resulting contract(s) will be on an as needed basis for 2017-2018. Specifically, KIPP San Antonio is seeking a Contractor to provide appropriate and acceptable evaluations and therapeutic services to its students who have, or may need, Individual Education Plans and Section 504 Plans. All services must meet all local, state and federal regulatory requirements and guidelines, they must be research-based, and the associated costs must be considered reasonable and necessary.

#### **Project description:**

KIPP San Antonio is seeking a Contractor to provide the services of one or more Licensed Specialists in School Psychology and/or Educational Diagnosticians, Speech and Language Therapists and/or Assistants, Occupational Therapists, Counselors, and other service providers as the need arises. All services must meet all local, state and federal regulatory requirements and guidelines, they must be research-based, and the associated costs must be considered reasonable and necessary.

The provision of services shall be based solely on the needs of the students grades K-12 who are enrolled in one of the five schools that currently comprise KIPP San Antonio. The goal of all services will be to ensure that all students are provided a free and appropriate public education as prescribed by law and to focus on helping all students climb the mountain to and through college and to command their futures.

#### **Project scope:**

The scope of this project includes collaborating with the Director of Student Services and providing services to meet all local, state and federal regulatory guidelines for students who have Individual Education Plans or Section 504 Plans, or who may be determined to need these or other plans.

Currently, the following number of students with Individual Education Plans or Section 504 Plans are enrolled at a KIPP San Antonio school for the 2016-2017 school year. We are projecting a 25% increase in students with IEPs and/or 504 plans for the 2017-2018 school year (numbers subject to change based on enrollment):

<b>Grade</b>	<b>IEPs</b>	<b>504s</b>
K	17	3
1	17	4
2	16	15
3	6	4
4	7	6
5	36	20
6	31	20
7	20	14
8	31	9
9	28	18
10	14	29
11	15	11
12	5	7
<b>Total</b>	<b>243</b>	<b>160</b>

Of the IEP numbers listed above, some are speech-only. Many of our students may require such services in Spanish. Based on this estimated enrollment, the following number of specific services may be required during the school year:

- Placement ARD attendance: Approximately 60
- REED preparation and attendance: Approximately 60
- Initial Evaluations: Approximately 40
- Dyslexia Evaluations: Approximately 15
- Hours per month in update/planning meetings: Approximately 5-8
- Hours per week for speech therapy (either individual or small group): 35-40
- Hours per week of counseling services Approximately 10-15
- Hours per week of OT services: Approximately 10-12
- Hours per week of PT services: Approximately 2-4
- Hours per week of VI services: Approximately 2-4
- Hours per week of AI services: Approximately 2-4
- Hours per week of O&M services: Approximately 2-4
- Hours per week of adaptive physical education services: Approximately 1-3

Based on the needs of incoming students or changing needs of current students, these estimates are subject change.

All proposals shall include proposed costs to provide the services described above and shall be all inclusive. Costs should be stated as hourly or described in other precise terms. Pricing should be listed for each of the following items in accordance with the format below:

- Licensed Specialist in School Psychology – assessment and evaluation
- Licensed Specialist in School Psychology – attendance at meetings
- Educational Diagnostician – assessment and evaluation
- Educational Diagnostician – assessment and evaluation
- Bilingual Licensed Specialist in School Psychology – assessment and evaluation
- Bilingual Licensed Specialist in School Psychology – attendance at meetings
- Bilingual Educational Diagnostician – assessment and evaluation
- Bilingual Educational Diagnostician – assessment and evaluation
- Speech/Language Pathologist – assessment and evaluation
- Speech/Language Pathologist – providing individual therapy
- Speech/Language Pathologist – providing small group therapy
- Speech/Language Pathologist – attendance at meetings
- Speech/Language Pathologist Assistant – assessment and evaluation
- Speech/Language Pathologist Assistant – providing individual therapy
- Speech/Language Pathologist Assistant – providing small group therapy
- Speech/Language Pathologist Assistant – attendance at meetings
- Bilingual Speech/Language Pathologist – assessment and evaluation
- Bilingual Speech/Language Pathologist – providing individual therapy
- Bilingual Speech/Language Pathologist – providing small group therapy
- Bilingual Speech/Language Pathologist – attendance at meetings or consultation
- Bilingual Speech/Language Pathologist Assistant – assessment and evaluation
- Bilingual Speech/Language Pathologist Assistant – providing individual therapy
- Bilingual Speech/Language Pathologist Assistant – providing small group therapy
- Bilingual Speech/Language Pathologist Assistant – attendance at meetings or consultation
- Licensed Counseling Provider – providing counseling
- Bilingual Counseling Provider – attendance at meetings or consultation
- Occupational Therapist – providing therapy
- Occupational Therapist – assessment and evaluation
- Physical Therapist – providing and therapy
- Physical Therapist – assessment and evaluation
- Bilingual Occupational Therapist – providing therapy
- Orientation and Mobility Specialist – providing therapy
- Visual Impairment Teacher – providing instruction
- Visual Impairment Teacher – assessment and evaluation
- Adaptive Physical Education Teacher

### **Contract Term**

The term for this contract will be from July 1, 2017- June 30, 2018. In addition to the first one year contract term, KIPP San Antonio shall have the right to renew the contract for four additional one-year terms provided both KIPP San Antonio and Contractor are in mutual agreement in writing based on the availability of funds, Contractor performance under the contract, and any review of forthcoming price escalations or adjustments to contract terms.

### **Evaluation Criteria**

KIPP San Antonio will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- Organizational Experience: Service providers will be evaluated on their experience as it pertains to the scope of this project.
- Value and cost: Service providers will be evaluated on the cost of their services based on the work to be performed in accordance with the scope of this project.

## **CONTRACTOR REQUIREMENTS**

For proposals to be considered and to be evaluated for selection, the following requirements must be met:

- The proposals must have been submitted by the due date and time.
- The proposals must be complete with the original signatures.
- The proposals must be for the specific services requested and described in the RFP Packet.
- The proposals must be submitted in the format described in the RFP Packet.
- The proposals must be submitted electronically. KIPP San Antonio staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

## **KIPP SAN ANTONIO STANDARD TERMS AND CONDITIONS**

### **Payment Terms**

KIPP San Antonio's payment terms are thirty (30) days from date of good/service acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

### **Price Escalations**

The prices in Contractor's solicitation response shall be firm for the term of the contract. KIPP San Antonio shall only allow price escalations within a contract if such provisions were identified within the original solicitation or such price escalation is outside of the Contractor's control and does not impact the integrity of the original contract specifications. Price escalations due to discontinued items or market changes shall only be acceptable if the original contract specifications are intact and any price increase do not exceed 25% of the original per unit cost.

Contract renewals will allow for escalation and Contractor must submit a proposed price escalation, along with a justification for such increase, on Contractor's letterhead, using a similar format used in Contractor's solicitation response. KIPP San Antonio shall review escalation amount(s) and determine if escalation is acceptable or not before continuing or renewing the contract upon which would provide written approval for the price escalation(s). If price escalations are not acceptable to KIPP San Antonio, the District shall terminate the contract at the expiration of the current contract term or as deemed appropriate by KIPP San Antonio.

### **Fund Availability**

Any purchase resulting from a contract is contingent upon the continued availability of appropriations and is subject to cancellation by KIPP San Antonio, without penalty, either in whole or in part, if funds are not appropriated by KIPP San Antonio's Board of Directors or otherwise not made available to the KIPP San Antonio. KIPP San Antonio shall provide the Contractor written notice of the failure of KIPP San Antonio to make an adequate appropriations for any fiscal year that may result in a contract termination. If KIPP San Antonio terminates due to lack of funding, Contractor will have the right to collect and retain payment for services rendered to KIPP San Antonio through termination date but shall not be entitled to any termination charges.

### **Right to Additional Competition**

KIPP San Antonio occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods and/or services described in this request if deemed to be in the best interest of KIPP San Antonio.

### **Modifications**

Any contract between the Contractor and KIPP San Antonio may only be modified by a written agreement signed by both parties or their duly authorized agents.

### **Contractual Relationship**

Nothing herein shall be construed as creating the relationship of employer or employee between KIPP San Antonio and the Contractor or between KIPP San Antonio and the Contractor's employees. KIPP San Antonio shall not be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for KIPP San Antonio employees, nor be covered by KIPP San Antonio's Workers' Compensation Program.

### **Indemnification**

The Contractor shall indemnify, defend and hold harmless KIPP San Antonio, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of KIPP San Antonio is not the cause of the loss, claim, damage expense or cost.



**Notice Concerning Withholding of Taxes**

For any Contractor receiving payment(s) from KIPP San Antonio in excess of \$600 in a single calendar year, Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file tax returns and pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify KIPP San Antonio for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by KIPP San Antonio as a result of Contractor's failure to make such required payments.

**Gratuities**

KIPP San Antonio may, by written notice to the Contractor, cancel any agreement between the Contractor and KIPP San Antonio without liability to KIPP San Antonio if it is determined by KIPP San Antonio that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of KIPP San Antonio with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is cancelled by KIPP San Antonio pursuant to this provision, KIPP San Antonio shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**Assignment-Delegation**

No right, interest, or obligation in any contract between the Contractor and KIPP San Antonio shall be assigned or delegated without the written permission of KIPP San Antonio. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**Waiver**

No claim or right arising out of a breach of any contract between the Contractor and KIPP San Antonio can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**Interpretation of Evidence**

The contract between the Contractor and KIPP San Antonio is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

When services are sought and a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

### **Advertising**

The Contractor shall not advertise or publish, without the prior consent of KIPP San Antonio, the fact that KIPP San Antonio has entered into a contract with the Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

### **Background Check**

The Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at KIPP San Antonio and that will have continuing duties related to the provision of goods and/or services and who has or will have direct contact with students. Any expenses associated with the background checks shall be borne by the Contractor. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the Contractor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for KIPP San Antonio. The Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to KIPP San Antonio for inspection and review during normal business hours of the Contractor and upon the request of KIPP San Antonio or other governmental authorities.

If an employee, representative, and/or agent of the Contractor is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to KIPP San Antonio. KIPP San Antonio reserves the right to refuse entry onto its District grounds to any individual whose background check does not meet the requirements established by KIPP San Antonio pursuant to Texas law.

### **Student Information**

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by KIPP San Antonio, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. KIPP San Antonio may determine that the Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of KIPP San Antonio's students, and the Contractor is an agent of KIPP San Antonio solely for the purpose of providing services to KIPP San Antonio. The Contractor and its personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between KIPP San Antonio and the Contractor. Upon the termination of any agreement between KIPP San Antonio and the Contractor, the Contractor will return to KIPP San Antonio all student records, documentation, and other items that were used, created, or controlled by the Contractor.

### **Intellectual Property**

Contractor acknowledges that, in connection with this project, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to KIPP San Antonio. For purposes of this project, "Confidential Information" shall include but not be limited to:

1. Information relating to KIPP San Antonio's financial, regulatory, personnel, or operational matters.
2. Information relating to KIPP San Antonio's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. All information not generally known outside of KIPP San Antonio's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from KIPP San Antonio or its agents.
6. The term "Confidential Information" does not include the following:
  - a. Information available to the public through no wrongful act of the receiving party.
  - b. Information that has been published.
  - c. Information required in response to subpoena, court order, court ruling, or by law.

Contractor agrees that it will not, at any time during or after termination of any contract between the Contractor and KIPP San Antonio, use or disclose any confidential information or trade secrets of KIPP San Antonio to any person or entity for any purpose whatsoever without the prior written consent of KIPP San Antonio, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Contractor agrees to release to KIPP San Antonio all records and supporting documentation related to the services provided under any contract between the Contractor and KIPP San Antonio upon completion of the services and/or termination of the contract.

### **Right of Inspection**

KIPP San Antonio has the right to inspect any goods before accepting them.

### **Special Tools & Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of providing services, such special tooling equipment and any process sheets related thereto shall become the property of KIPP San Antonio and to the extent feasible shall be identified by the Contractor as such.

### **Insurance**

The Contractor will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. Proof of such will be furnished to KIPP San Antonio as requested. KIPP San Antonio reserves the right to require specific amounts of insurance on a case by case basis.

### **Equal Opportunity**

In the execution of the contract, the Contractor agrees, consistent with KIPP San Antonio's policy, not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran's status, or any other basis protected by law.

When federal funds are used, in whole or in part, the Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

### **Safety Warranty**

When goods are sought, Contractor warrants that products sold to KIPP San Antonio shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, KIPP San Antonio may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by KIPP San Antonio will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacturing or processing of any product purchased by KIPP San Antonio. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify KIPP San Antonio immediately for the name of a suitable substitute asbestos-free product.

### **Infringement Warranty**

When goods are sought, the Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to the project will give rise to the rightful claim of any third person by way of infringement or the like. KIPP San Antonio makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall KIPP San Antonio be liable to the Contractor for indemnification in the event that the Contractor is sued on the grounds of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, he/she will notify KIPP San Antonio to this effect in writing within two weeks after the submission of this proposal or bid. If KIPP San Antonio does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold KIPP San Antonio harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, any contract between the Contractor and KIPP San Antonio shall be null and void except that KIPP San Antonio will pay the Contractor the reasonable cost of his/her search as to infringements).

### **Termination**

If the Contractor defaults in its agreement to provide personnel, equipment or services to KIPP San Antonio's satisfaction, or in any other way fails to provide service in accordance with the contract terms, KIPP San Antonio shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, KIPP San Antonio may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the contract with written notice. Except for such cancellation for cause by KIPP San Antonio, either KIPP San Antonio or the Contractor may terminate the contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

If it is later determined by KIPP San Antonio that the Contractor had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of or are beyond the control of the Contractor, KIPP San Antonio may allow the Contractor to continue work or treat the termination as a termination for convenience.

### **Record Keeping**

It is the responsibility of the Contractor to maintain such records as are required by law, KIPP San Antonio, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the project shall be maintained by the Contractor, and KIPP San Antonio shall have the right to inspect and review such records at reasonable times upon request by KIPP San Antonio.

Additionally, when federal funds are used, in whole or in part, KIPP San Antonio, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **Debarment and Suspension**

When the contract will be paid using federal funds, neither the Contractor nor any of its officers, directors, owners, members, employees, or agents shall be listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689--- Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory and regulatory authority other than E.O. 12549.

### **Works for Hire**

When federal funds will be used to pay for the contract, the Contractor acknowledges and agrees that the services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this contract are "works for hire" and as such the results of said work is by virtue of this contract assigned to KIPP San Antonio, and shall be the property of KIPP San Antonio and/or the federal government, when federal funds are used, in whole or in part, in accordance with applicable federal law, for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.

### **Ineligibility for Nonpayment of Child Support**

When the contract will be paid using state funds, pursuant to Texas Family Code § 231.006(d), regarding child support, the Contractor certifies that the Contractor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the Contractor and KIPP San Antonio may be terminated and payment may be withheld if this certification is inaccurate.

### **Applicable Law**

Any contract between the Contractor and KIPP San Antonio shall be governed by the policies of KIPP San Antonio's Board of Directors and laws of the State of Texas. When services are contracted, the Uniform Commercial Code shall also govern. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of contracting<sup>[AS3]</sup>. KIPP San Antonio's Board policies will be made available upon request.

**Legal Venue**

Both parties agree that venue for any litigation arising from a contract between the Contractor and KIPP San Antonio shall lie in Bexar County, Texas.

**Contract Validity**

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, these shall not affect the validity of the remaining portions of the contract.

**No Waiver of Immunity**

Notwithstanding anything to the contrary in this request, the Contractor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to KIPP San Antonio, including but not limited to any statutory or governmental immunity available to KIPP San Antonio under applicable law.

**Limitations**

The parties are aware that there are constitutional and statutory limitations on the authority of KIPP San Antonio (a public school) to enter into certain terms and conditions, including but not limited to, those terms and conditions relating to liens on KIPP San Antonio's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on KIPP San Antonio except to the extent authorized by the laws and Constitution of the State of Texas.

## **ADDITIONAL TERMS AND CONDITIONS**

### **BIDDING**

#### **Bid/Proposal Submission**

Bids/Proposals must be submitted per KIPP San Antonio instructions utilizing this document, corresponding attachments, and supplemental information and must reach KIPP San Antonio on or before the hour on the date specified. Late submittals will not be accepted. Failure to provide complete and accurate information may disqualify Contractor from consideration.

#### **Internet Downloads**

Contractors who have not obtained this solicitation document directly from KIPP San Antonio, or who may have downloaded the document from the KIPP San Antonio website, shall be responsible for immediately notifying KIPP San Antonio of their interest in order to receive all written addenda on a timely basis. Contractors who do not notify KIPP San Antonio and submit proposals without receipt of all addenda may be deemed to have submitted proposals not responsive to this solicitation.

#### **Incurred Costs**

KIPP San Antonio is not liable for any costs incurred by a Contractor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

Upon contract award, KIPP San Antonio shall not pay Contractor travel, meal, and/or accommodation expenses for any services provided under the contract. Additionally, Contractor and/or Contractor's personnel shall be solely responsible for the costs and expenses pertaining to any and all continuing education courses, professional seminars or conferences, and other professional development activities, as required for the industry or required to perform the services in the contract.

#### **Duration of Submission**

Submitted proposals shall remain valid and open for acceptance for a period no less than sixty (60) days subsequent to the opening of proposals. No bid/proposal may be withdrawn during the period of firm offering.

#### **Proposal Errors**

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Contractor may be removed from the KIPP San Antonio approved vendor list.

#### **Selection of Contractor**

KIPP San Antonio will enter into a written contract with the most responsive bidder as determined by the evaluation criteria mentioned above. KIPP San Antonio reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of KIPP San Antonio. KIPP San Antonio also reserves the right to award contracts for individual items as may appear advantageous and to waive all formalities of bidding.

**Undue Influence**

In order to ensure the integrity of the selection process, Contractor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor's response, directly or indirectly, through any contact with KIPP San Antonio board members or other KIPP San Antonio officials from the date this solicitation is released until the award of a contract by KIPP Antonio.

**Price Warranty**

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

**Use of Brand Names**

When goods are sought, the use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive, unless otherwise noted by KIPP San Antonio. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the District will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

**Delivery Terms and Transportation Charges**

If goods are sought F.O.B destination, UNLOADED, unless delivery terms are specified otherwise in the proposal. [JN9] All deliveries, unless specified otherwise in writing, shall be made to the campus or department specified, between the hours of 9:00AM- 4:00PM, Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school or district building in the room(s) designated, at no additional charge. The title and risk of loss of the goods shall not pass to KIPP San Antonio until the school or district office receives, accepts, and takes possession of the goods at the point(s) of delivery. The place of delivery shall be set in any subsequent authorized work orders.



## **ATTACHMENTS**

## **References**

Provide the name, address, telephone number and contact name for other school districts (particularly in Texas) which have knowledge of the type and quality of services/ goods provided by your company:

\_\_\_\_\_  
School/District Name

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
School/District Name

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
School/District Name

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

## **Criminal History Review of Contractor Employees**

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain name based criminal history and/or fingerprinting record information regarding “covered employees.”

### **Definitions:**

*“Covered Employees”*: Any employee of a Contractor or Subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. KIPP San Antonio retains the discretion to determine what constitutes direct contact with students.

*“Disqualifying Criminal History”*: Any conviction or other criminal information designated by KIPP San Antonio, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense or conviction for which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that KIPP San Antonio believes might compromise the safety of students, staff, or property.

Any Contractor interested in participating in KIPP San Antonio’s Contractor selection process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for KIPP San Antonio contracts.

## **Criminal History Review of Contractor Employees**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ (“Contractor”), certify that [check one]:

None of the employees of Contractor and any Subcontractors are “Covered Employees” as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any Subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*or*

Some or all of the employees of Contractor and any Subcontractor are “Covered Employees.” If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify KIPP San Antonio in writing within three business days.
3. Upon request, Contractor will provide KIPP San Antonio with the name and any other requested information regarding covered employees so that KIPP San Antonio may obtain criminal history record information on the covered employees.
4. If KIPP San Antonio objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to KIPP San Antonio.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to KIPP San Antonio or having any direct contact with students.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date

**Debarment or Suspension Certificate**

KIPP San Antonio is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, Contractor certifies that no suspension or debarment is in place, which would otherwise preclude Contractor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

\_\_\_\_\_  
Contractor Official Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "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.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**State of Texas  
Health & Human Services Commission  
Child Support Certification**

**I.**

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

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

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

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

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

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

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

**II.**

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

**Name**

**Social Security #**

_____	_____
_____	_____
_____	_____
_____	_____

**III.**

As required by Section 231.006, the undersigned certifies the following:

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**Date**