



REQUEST FOR PROPOSAL (RFP)

For School Uniforms

Proposals will be accepted on or before **Friday, January 26, 2018 at 9:00 AM 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:

Tiana Symmonds
Director of School Operations
731 Fredericksburg Rd., San Antonio, TX 78201
tsymmonds@kippsa.org

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.

PROPOSAL SUBMISSION REQUIREMENTS

Vendors shall submit an electronic copy of the following documents via e-mail with a subject “Request for Proposal -- School Uniforms -- Proposal Response” based on the schedule below to:

Tiana Symmonds
tsymmonds@kippsa.org

Proposals received after 9:00 AM CST on Friday, January 26, 2018 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 and Experience:** Vendor shall include background information on company and key employees involved in the proposed project team.
3. **Certificate of Insurance:** Vendor shall provide proof of Workers’ Compensation, General Liability, and Fidelity Bonding insurance.
4. **All-Inclusive Proposed Fees and “Service Questions” Responses:**
 - a. Vendor shall include any additional projected fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
 - b. Vendor shall complete the “COST” and “SERVICE QUESTIONS” tabs on the attached Excel file completely.
5. **References:** Vendor shall complete a list of references either using the form attached or through alternative form for other entities similar to KIPP San Antonio for which the Vendor has provided goods and/or services..
6. **Criminal History Review of Vendor Employees:** Vendor shall review and complete the attached form regarding “Covered Employees” and criminal history and/or fingerprinting records.
7. **Debarment or Suspension Certificate:** Vendor shall review and complete the attached form.
8. **Conflicts Disclosure Statement:** Vendor shall provide a signed and completed copy of the attached *Form CIQ*.
9. **State of Texas Health and Human Services Commission- Child Support Certification:** Vendor shall review and complete the attached form required when utilizing state funding.
10. **Supplemental Documentation:** Vendor shall include supplemental information, i.e. website training documents, proposed shirt material, any pack recommendations for family orders, a sample pack label.
11. **Product Samples:** Vendors are required to provide product samples with submission (see vendor requirements).

GENERAL INFORMATION

Purpose

KIPP San Antonio is currently seeking a Vendor to serve as the preferred provider of school uniforms for our district. The preferred Vendor will supply uniform polo shirts, white button down shirts, sweaters, zipped hoodies, and ties. The preferred Vendor should be eligible to provide jackets, spirit T-shirts, and other KIPP-branded items. Vendors should be prepared to serve families and staff throughout KIPP San Antonio by providing retail locations and/or a website where families and staff can purchase these items.

KIPP San Antonio is interested in a Vendor that can provide the best overall value to the district through cost, delivery 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 a Vendor may be selected, and the contractual terms by which KIPP San Antonio intends to govern the relationship between itself and the selected Vendor.

Organizational Background

KIPP San Antonio is a growing network of free, open-enrollment public charter schools that provide excellent education to underserved low-income students inside Loop 410. 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. When we complete our growth, we will double the number of college graduates from San Antonio's most underserved neighborhoods.

Project Description and Scope of Services

KIPP San Antonio is seeking a Vendor to provide uniform articles for students, families, and staff for the six schools listed below starting in the 2018-2019 school year.

School	Address
KIPP Aspire Academy	239 Stark St., San Antonio, TX 78204
KIPP Esperanza Dual Language Academy	239 Stark St., San Antonio, TX 78204
KIPP University Prep	239 Stark St., San Antonio, TX 78204
KIPP Camino Academy	4343 W Commerce St., San Antonio, TX 78237
KIPP Un Mundo Dual Language Academy	4343 W Commerce St., San Antonio, TX 78237
KIPP Poder Academy	128 S Audubon Dr., San Antonio, TX 78212

There is no guaranteed amount of business, expressed or implied, by KIPP San Antonio. The Vendor selected as the preferred provider shall furnish all required goods and/or services at pre-negotiated prices and during agreed dates, times and locations to KIPP San Antonio families. The Vendor will bear the responsibility of managing all relationships with KIPP San Antonio families and parents and collecting any and all payments. At no time will KIPP San Antonio be responsible for the payment of items not explicitly ordered and authorized by KIPP San Antonio School Leaders and School Support Team (SST) staff. KIPP San Antonio will notify all families that the chosen Vendor is the preferred provider of uniform garments throughout the entire district. KIPP San Antonio will develop the appropriate protocols to ensure uniform expectations and Vendors are clearly communicated and understood.

Based on projected enrollment, KIPP San Antonio predicts the following data, which is to be used for projection purposes. 2018-2019 Enrollment: 3,500+ Students approximately; 2018-2019 Projected uniform polo needs: 10,000+ Polos.

School	Grade	Item	Color	Pantone?	2018-2019 Projected Enrollment	2018-2019 Projected Qty Needed per Student	2018-2019 Projected Total Qty	Material of Item
Esperanza	K	Polo shirt - royal blue - 1 logo	royal blue	10249 C	132	3	396	50% Cotton 50% Polyester
Esperanza	1	Polo shirt - orange - 1 logo	orange	1495 C	132	3	396	50% Cotton 50% Polyester
Esperanza	2	Polo shirt - Heather dark grey - 1 logo	Heather dark grey	415 XGC	132	3	396	50% Cotton 50% Polyester
Esperanza	3	Polo shirt - green - 1 logo	green	3529 CP	120	3	360	50% Cotton 50% Polyester
Esperanza	4	Polo shirt - navy blue - 1 logo	navy blue	275	120	3	360	50% Cotton 50% Polyester
Esperanza	K-4	Zipped Hooded Sweatshirt - 1 logo	Navy	275	636	0.5	318	50% Cotton 50% Polyester
Un Mundo	K-4	Zipped Hooded Sweatshirt - 1 logo	Navy	275	636	0.75	477	50% Cotton 50% Polyester
Un Mundo	1	Polo shirt - green - 1 logo	green	340C	132	4	528	50% Cotton 50% Polyester
Un Mundo	K	Polo shirt - teal - 1 logo	teal	641C	132	3.5	462	50% Cotton 50% Polyester
Un Mundo	2	Polo shirt - red - 1 logo	red	7620C	132	3	396	50% Cotton 50% Polyester
Un Mundo	3	Polo shirt - gold - 1 logo	gold	1235C	120	3	360	50% Cotton 50% Polyester
Un Mundo	4	Polo shirt - purple - 1 logo	purple	669C	120	3	360	50% Cotton 50% Polyester
Poder	5-8	Polo shirt - black - 1 logo and screen print on back	black	black C	480	3	1440	50% Cotton 50% Polyester
Poder	5-8	Hooded sweatshirt- logo and mascot on top right	light heathered gray	432 C	480	0.75	360	50% Cotton 50% Polyester
UPrep	9-12	Polo shirt - green - 1 logo	Kelly Green	Pantone 361	810	2	1620	50% Cotton 50% Polyester
UPrep	9-12	Polo shirt - white - 1 logo	White		810	0.5	405	50% Cotton 50% Polyester

Camino	5	polo-Logo	Grey	422-C	125	3	375	50% Cotton 50% Polyester
Camino	6	polo-Logo	Navy Blue	289-C	120	3	360	50% Cotton 50% Polyester
Camino	7	polo-Logo	Light Blue	290 C	120	3	360	50% Cotton 50% Polyester
Camino	8	polo-Logo	Black	Black-6-C	115	3	345	50% Cotton 50% Polyester
Camino	5-8	V-Neck Sweater vest - 1 logo	Navy	282-XGC	480	0.2	96	100% Acrylic
Camino	5-8	Cardigan - 1 logo	Navy	282-XGC	480	0.25	120	100% Acrylic
Camino	5-8	Cross Neck Tie	Black	Black 6 C	480	0.25	120	100% Polyester
Camino	5-8	Long Neck Tie	Black	Black 6 C	480	0.25	120	100% Polyester
Camino	5-8	Bow Tie	Black	Black 6 C	480	0.25	120	100% Polyester
Camino	5-8	Full Zip Jacket with NO Hood - Mascot and school name	Navy	282-XGC	480	0.5	240	100% Polyester
Aspire	5-8	Polo shirt - students can choose their preferred color out of the three options	Warm Gray, Yellow, and Royal Blue	6E6259, 119, and 296	480	3	1440	50% Cotton 50% Polyester
Aspire	5-8	Zipped Hooded Sweatshirt - 1 logo	Navy		480	0.5	240	50% Cotton 50% Polyester

RFP Performance Requirements

A prospective vendor will provide the following:

Desired Services

The selected Vendor(s) will be responsible for supplying uniform polo shirts of a specific design and construction in youth and adult sizes. Vendors who are unable to supply uniform polo shirts WILL NOT be considered in the bid consideration process for additional items (jackets, T-shirts, etc.).

The Vendor(s) shall be responsible for all aspects of the uniform process, including but not limited to: forecasting, manufacturing, transporting, selling, and distributing uniform items. In addition, the Vendor shall be responsible for resolving any issues related to quality control, customer service and/or the collection of funds.

KIPP San Antonio Responsibility

KIPP San Antonio will negotiate an agreement for a preferred uniform provider on behalf of KIPP San Antonio families. KIPP San Antonio, at its sole discretion, reserves the right to renew the contract annually, not to exceed a base year and four option years, based on the Vendor's performance under the contract, current needs of KIPP San Antonio families, and the availability of funds for uniform purchases.

Quality Assurance

Prospective vendors will enter into an agreement with KIPP San Antonio to serve as a preferred provider of school uniforms. KIPP San Antonio will negotiate performance benchmarks related to proposed outcomes and will utilize those benchmarks to measure the performance of the Vendor(s).

Pre-Bid Q&A

Questions in reference to this proposal should be directed to tknight@kippsa.org.

Who is Eligible to Respond

Vendors who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with federal and state funded agencies are invited to respond. A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor, by submitting a proposal, represents to KIPP San Antonio that it meets the following requirements: Possess or is able to obtain adequate financial resources as required to perform under this RFP; Is able to comply with the required or proposed RFP; Have a satisfactory record of integrity and ethics.

Contract Term

The term for this contract will be from the date of acceptance (estimated to be February 1, 2018) - June 30, 2018 with a scheduled continuation for July 1, 2018 - June 30, 2019, with the possibility of continuation for an additional four years at the discretion of KIPP San Antonio.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in KIPP San Antonio's best interest to include, but not limited to:

- Ability to meet required and desired contract specifications, including terms and conditions.
- Pricing. Vendors agree to provide items at pre-negotiated prices to KIPP San Antonio families; prices will remain stable throughout the course of any agreement without any increase in price without the approval of KIPP San Antonio. Vendors who can provide incentive programs to encourage early buying, discounts, rebates, and/or free items should describe these programs in any proposal. Vendors should keep in mind that over 85% of KIPP San Antonio students are low-income. Preferred price point for KIPP San Antonio students and families is \$10.00/polo for K-8; \$12.00-\$16.00/polo for 9-12.
- Inventory Risk Management – Vendors will provide a thorough and robust forecast of all uniform garments the vendor intends to provide using baseline data provided by KIPP San Antonio. This forecast will include all sizes, colors, styles, and genders-specific garments and comply with the specific colors and designs designated by KIPP San Antonio. Vendors agree to bear the burden of any start-up costs affiliated to this project, including but not limited to: the planning, production, transportation, and distribution of uniform garments, the addition of storage facilities or storefronts, the training of staff and personnel, or investment in equipment or technology. The responsibility of ordering, supplying, sorting, and distributing uniform components will be borne solely by vendor. It is recommended that Vendors outline all processes from design phase through production. Vendors are required to provide samples of a size run and color run. Color swatches and samples (of current standards) are available on request. Size run = one sample piece in a particular color, from youth small to adult XX Large. Color run= one sample piece of every color, in any particular size – S/M/L. Vendors will maintain a minimum number of garments at all times throughout the year, starting on July 1, 2018.
- Distribution and Logistics – Vendors agree to serve all KIPP San Antonio schools. Vendors who are able to provide in-person sales and customer service should include this in the proposal. All locations should be equipped to begin selling and distributing orders no later than July 1, 2018.
- Customer Service – Vendor(s) shall serve as primary provider of customer service to KIPP San Antonio students and families. Vendor employees should provide expedient, courteous, and high-quality customer service while maintaining a clean and organized environment conducive to an excellent customer experience. Vendors should expect to receive unannounced visits from KIPP San Antonio employees to evaluate the overall level of service being provided at any storefront location. Vendors will have bilingual staff to serve KIPP San Antonio families at all times. Customers should be served through a variety of mediums including, but not limited to on the phone, through e-mail, and a website. Customers should have a basic expectation for a typical response time from the

vendor. Vendor(s) should also consider options for layaway and payment plans, as well as a variety of payment methods to best support KIPP San Antonio families. Vendors should be willing to accept Purchase Orders from KIPP San Antonio schools for purchased items. Itemized receipts should be provided to all families. Vendors should be prepared to accept exchanges based on size or fit, as well as returns for damaged items. Returns should be accommodated up to 30 days after the first day of school.

- Experience and References, and Past Relationships.

The relative weights for scoring are provided below; the evaluation team will consider the following elements in the evaluation process. Ability to meet acceptable purchase prices will not be the only factor considered in the selection process.

RANKING CRITERIA POINTS (Total 100)

1. Cost/Price: Keep costs for KIPP SA families as low as possible; additional consideration will be given for rebates, discount programs, payment plans, and/or free uniforms. (40)
2. Inventory Management: Forecast, manufacture, supply, and provide uniform garments starting July 1 and throughout the year afterwards. (30)
3. Logistics and Distribution: Serve all KIPP SA families throughout the district. (15)
4. Customer Service: Provide excellent customer service to all KIPP SA families by catering to their needs in a friendly demeanor. (10)
5. References and Past Performance: Demonstrated ability to meet expectations, manage relationships, troubleshoot, and excellent service. (5)

KIPP San Antonio Public Schools may use internal staff, independent evaluators or a combination of both to evaluate and rank proposals. After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification, or KIPP San Antonio may enter into negotiations with the highest ranked respondent.

If KIPP San Antonio is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or KIPP San Antonio has rejected all proposals.

NOTE: After evaluation, any proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. KIPP San Antonio reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.

SPECIFICATIONS

Specifications regarding color and material for the polo shirts should be considered minimum requirements. A minimum level of expectations for standard wear-and-tear of garments, including but not limited to: shrinking, stretching, pulling, tearing, ripping, or seams becoming loose. Garments should be able to withstand up to 35 washes within a calendar year using standard laundry machine settings without significant damage to the item.

Polos

All Polos Style: Polo

Material make up: 60% Cotton 40% Polyester

Material: Prewashed and shrunk for minimal shrink percentages

Required Reports:

AATCC 61-2010: Colorfastness to Laundering: Accelerated

AATCC 135-2012: Dimensional Changes of Fabrics after Laundering

Embroidered Logo: Changes per school

Sizes: Youth XS – L; Adult S - XXXL

Hooded Sweater

Material make up: 50% Cotton 50% Polyester

Material: Prewashed and shrunk for minimal shrink percentages

Required Reports:

AATCC 61-2010: Colorfastness to laundering: Accelerated

AATCC 135-2012: Dimensional Changes of Fabrics after Laundering

Embroidered Logo: Changes per school

Sizes: Youth XS – L; Adult S - XXXL

Professional Wear

Button Down Style: Oxford

Material make up: 60% Cotton 40% Polyester

Material: Prewashed and shrunk for minimal shrink percentages; wrinkle and stain resistant; soft and comfortable fit; reinforced stress areas; resists abrasion

Required Reports:

AATCC 61-2010: Colorfastness to laundering: Accelerated

AATCC 135-2012: Dimensional Changes of Fabrics after Laundering

Embroidered Logo: Changes per school

Sizes: Youth XS – L; Adult S - XXXL

Sweater Style: Vest, Cardigan, and V-Neck

Material make up: 100% Acrylic

Material: Prewashed and shrunk for minimal shrink percentages; wrinkle and stain resistant; soft and comfortable fit; reinforced stress areas; resists abrasion

Required Reports:

AATCC 61-2010: Colorfastness to laundering: Accelerated

AATCC 135-2012: Dimensional Changes of Fabrics after Laundering

Embroidered Logo: Changes per school

Sizes: Youth XS – L; Adult S - XXXL

Tie Style: Bowtie, Necktie, Crosstie

Recommendations Welcomed

VENDOR 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.
- Samples of polos, oxford shirts, and outerwear should be provided with proposal submission.
- Sample of embroidery and screen print should be provided with proposal submission.
- Samples of colors desired for uniform items and/or a color swatch should be provided with proposal submission.
- Samples must be delivered or shipped Attn: Theresa Knight, 4343 W. Commerce, S.A., TX 78237 to arrive in advance of the proposal deadline.

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.

Fund Availability

Any purchase resulting from a contract is contingent upon the continued availability of appropriations and is subject to cancellation, 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 KIPP San Antonio.

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 and General Liability 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[AS3] . 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 accepting 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 Texas school districts) which has knowledge of the type and quality of services/ goods provided by your company:

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

School Name

Contact Name and Title

E-mail Address

Phone

Criminal History Review of Vendor 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 Vendor or SubVendor 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 Vendor interested in participating in KIPP San Antonio’s Vendor 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. Vendors who fail to follow the fingerprint process will not be allowed to compete for KIPP San Antonio contracts.

Criminal History Review of Vendor Employees

Please complete the information below:

I, the undersigned agent for _____ (“Vendor”), certify that [check one]:

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

or

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

1. Vendor 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 Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify KIPP San Antonio in writing within three business days.
3. Upon request, Vendor 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, Vendor 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 Vendor may be grounds for contract termination and/or barring disqualified persons from performing the work.

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

Vendor Official Name

Vendor Name

Signature of Vendor Official

Date