

KIPP:Memphis PUBLIC SCHOOLS

REQUEST FOR PROPOSAL (RFP)

To provide school uniform apparel

1. Statement of Work

- 1.1. **Purpose.** The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to serve as the preferred provider of school uniforms for our district. The preferred vendor will supply uniform polo shirts, t-shirts, sweaters, zipped hoodies, and other school uniform apparel. The preferred vendor should be eligible to provide jackets, spirit T-shirts, and other KIPP-branded items.
- 1.2. **Coverage and Participation.** The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all KIPP Memphis Public Schools (KMPS). KMPS reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2. General Information

2.1. **Original RFP Document.** KMPS shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Companies’ submission, is grounds for immediate disqualification.

2.2. **The Organization.** The mission of KMPS is to create high performing schools in the Memphis community that will equip all students with the necessary academic and life skills needed to succeed through college and the competitive world beyond.

KMPS is part of the KIPP non-profit network of college-preparatory, public charter schools. There are currently over 200 KIPP schools in 20 states and the District of Columbia educating nearly 80,000 students in elementary, middle, and high school. Our schools are part of the free public school system and enrollment is open to all students. As a national network, KIPP has a 20-year track record of helping students in educationally underserved communities develop the knowledge, skills, and character strengths they need for success in college and life. KIPP Memphis began with one school in 2002. Today, we operate 4 schools – 1 Elementary, 2 Middle, & 1 High, educating nearly 2,000 students in the Uptown and North Memphis areas. At our schools, students are proving that demographics do not define destiny.

2.3. **Schedule of Events.** The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization’s needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

RFP Process and Timeline for Uniform Procurement 2022	
Bid advertised and set to eligible vendors	April 1, 2022
Bid Meeting	April 11, 2022
Questions Submitted	April 12, 2022
Responses to Questions	April 14, 2022
Bid submission deadline	April 29, 2022
Bid winner determined	May 5, 2022
Contract approved and contractor notified	May 6, 2022
Initial uniform orders placed	after May 15, 2022

3. Proposal Preparation Instructions

3.1. **Companies’ Understanding of the RFP.** In responding to this RFP, the company accepts full responsibility to understand the RFP in its entirety, and in detail, including making inquiries to KMPS as necessary to gain understanding. KMPS reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, KMPS reserves the right to determine, at its sole discretion, whether the company has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to KMPS.

- 3.2. **Good Faith Statement.** All information provided by KMPS in this RFP is offered in good faith. Individual items are subject to change at any time. KIPP Memphis Public Schools makes no certification that any item is without error. KMPS is not responsible or liable for any use of information or for any claims asserted therefrom.
- 3.3. **Communication.** Verbal Communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Companies' Inquiries: Application terms and conditions herein shall govern communications and inquiries between KIPP Memphis Public Schools and companies as they relate to this RFP. Inquiries, questions and requests for clarification related to this RFP are to be directed before April 12, 2022 in writing to:

**KIPP Memphis Public Schools
2670 Union Ave Extd, Suite 1100
Memphis, TN 38112**

Attention: Dr. Canidra McGuire
Title: Chief Operating Officer
Telephone: 901-452-8482 (office)
E-Mail: cmcguire@kippmemphis.org

A bid meeting will take place during the week of April 11, 2022.

- 3.4. **Proposal Submission.** Proposals shall be emailed to cmcguire@kippmemphis.org using the following criteria:
- 3.4.1. Attach the RFP document in PDF format.
 - 3.4.2. The subject of your email should be "RFP-Name of Company-Proposal"
 - 3.4.3. File names should be "RFP_ Name of Company"

You will receive a response back within 2 business days confirming our receipt of your bid. If you do not receive confirmation, please contact Dr. Canidra McGuire at (901) 452-2682, to ensure that your bid is received.

Proposals must be received by April 29, 2022 at 5:00 pm CST. KMPS will not accept proposals received by fax or delivered by any shipping carrier.

- 3.5. **Criteria for Selection.** The evaluation of each response to this RFP will be based on a weighted matrix scale to include but not limited to pricing, its demonstrated competence, compliance, format, and organization. The Cost of Eligible Services will be a significant factor. The purpose of this RFP is to identify those companies that have the interest, capability, staffing, and financial strength to supply KIPP Memphis Public Schools with all needed related service providers.

Criteria	Explanation of Criteria	Weight of Criteria
Cost of eligible services	<p style="text-align: center;">Total Cost Material Cost Labor Cost Additional Cost</p>	
Company understanding of KMPS needs and immediate availability of workers	The company currently has qualified workers within the company vs needing to scout for qualified workers.	
Company relationship and reputation	3 positive reference checks	
Inventory Risk Management	<p>Vendors will provide a thorough and robust forecast of all uniform garments the vendor intends to provide using baseline data provided by KIPP Memphis. This forecast will include all sizes, colors, styles, and genders-specific garments and comply with the specific colors and designs designated by KIPP Memphis. 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</p>	

	current standards) are available on request. Size run = one sample piece in a particular color, from youth small to adult 4x Large. Color run= one sample piece of every color, in any particular size – S/M/L.	
Company's financial stability and capacity to complete work	3 positive reference checks	

3.6. **Selection and Notification.** Companies determined by KMPS who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to those companies via email. Those companies not selected for the negotiation phase will not be notified via e-mail.

4. Scope of Work, Specifications and Requirements

4.1. **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. All items should be priced out for size Youth Extra Small – Adult 4X

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) may 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.

Vendors agree to serve all KIPP Memphis 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 by the beginning of each school year.

4.2. **Items Needed.** **Additional items may be added as needed throughout the school year.*

4.3.

School	Grades	Item	Shirt Color	Embroidery Color	Estimated Enrollment	Current Price
KIPP Memphis Collegiate Elementary	K-4	Polo Shirts	PMS 533C		600	\$7.25 for youth sizes \$7.50 for adult sizes
KIPP Memphis Collegiate Middle	5-8	Polo Shirts	PMS 533C		400	\$7.25 for youth sizes \$7.50 for adult sizes
KIPP Memphis Academy Middle	5-8	Polo Shirts	PMS 543C PMS 7C		400	\$7.25 for youth sizes \$7.50 for adult sizes
KIPP Memphis Collegiate High	9-12	Polo Shirts	PMS 533C		600	\$7.25 for youth sizes \$7.50 for adult sizes

5. Company Qualifications and References. All companies must provide the following information in order for their proposal to be considered:

- 5.1.1. A brief outline of the company and services offered including:
 - 5.1.1.1. Full legal name of the company
 - 5.1.1.2. Year business was established
 - 5.1.1.3. Number of people currently employed
- 5.1.2. Outline of services the company currently provides
- 5.1.3. Outline of their partnerships and relationships to date
- 5.1.4. References including current and past customers. A portfolio of references is preferred. 3 references required.
- 5.1.5. A proposed cost breakdown of services for the project including total cost, material cost, labor cost and any additional cost.
- 5.1.6. Provide proof of insurance

6. Additional Terms and Conditions.

- 6.1. **Protest Procedure.** If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the KMPS Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - 6.1.1. A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - 6.1.2. Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - 6.1.3. A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - 6.1.4. Purchases will not be allowed under this procurement until a final decision is rendered.
 - 6.1.5. In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.
- 6.2. **Insurance.**
 - 6.2.1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any KMPS property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
 - 6.2.2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that KMPS as an additional insured. Carrier will assume full common liability of all shipments.
- 6.3. **Compliance with Laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

- 6.4. **Governing Law.** This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable at KMPS, Shelby County. The Courts in Shelby County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 6.5. **Non-Disclosure Agreement.** KMPS reserves the right to require any company to enter into a non-disclosure agreement.
- 6.6. **Costs.** The RFP does not obligate KMPS to pay for any costs, of any kind whatsoever that may be incurred by the company or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of KMPS, subject to the claims of confidentiality in respect of the Response and supporting documentation.
- 6.7. **Intellectual Property.** The Respondent should not use any intellectual property of KIPP Memphis Schools including, but not limited to, all logos, registered trademarks, or trade names of KIPP Memphis Public Schools, at any time without the written approval of KIPP Memphis Public Schools, as appropriate.
- 6.8. **Respondent's Response.** All accepted responses shall become the property of KMPS and shall not be returned.
- 6.9. **No Liability.** KMPS shall not be liable to the Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind. Arising out of, by reason of, or attributable to, the Respondent responding to the RFP; Or as a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.
- 6.10. **Business License.** Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee. A Shelby County Business License is required if a contractor is doing more than \$50,000 in business in the county. A Business Tax and License Affidavit is required to be submitted with the bid.
- 6.11. **Indemnification/Hold Harmless.** Contractor shall indemnify, defend, save and hold harmless all departments of KMPS, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.
- 6.12. **Vendor Performance.** If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, KMPS may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year. KMPS expressly retains all its rights and remedies provided by law in case of such breach, and no action by KMPS County shall constitute a waiver of any such rights or remedies. In the event of termination for default, KMPS County reserves the right to purchase its requirements elsewhere, with or without competitive bid. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

- 6.13. **Breach of Contract.** A party shall be deemed to have breached the contract if an of the following occurs:
- 6.13.1. Failure to provide the services that conform to contract requirements.
 - 6.13.2. Failure to maintain/submit any report required hereunder.
 - 6.13.3. Failure to perform in full or in part any of the other conditions of the contract.
- 6.14. **Contract Termination for Cause.** If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, KMPS shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by KMPS, KMPS shall have the option of awarding the contract to the next lowest bidder or bidding again.
- 6.15. **Contract Termination for Convenience.** KMPS may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. KMPS must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 6.16. **Books and Records.** The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.
- 6.17. **Invoices and Payments.** Payment will be made within 30 days after receipt of invoice and/or delivery of items in this RFP, whichever is later. KMPS is not subject to taxation. A tax exemption certificate will be provided upon request.
- 6.19. **Entire RFP.** This RFP, any addenda to it and any attached schedules constitute the entire RFP.

**2022-2023SY SCHOOL UNIFORM APPAREL
VENDOR INFORMATION SHEET**
(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

____ Yes ____ No

**2022-2023SY SCHOOL UNIFORM APPAREL
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. KMPS currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned

Asian Owned

Caucasian Owned

Hispanic Owned

Native American Owned

Woman Owned

Other Owned

Signature

Title

**2022-2023SY SCHOOL UNIFORM APPAREL
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with KIPP Memphis Public Schools to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**2022-2023SY SCHOOL UNIFORM APPAREL
STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signature

Title

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**2022-2023SY SCHOOL UNIFORM APPAREL
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, (“Affiant”), states that he/she has legal authority to swear this on behalf of _____ (“Contractor”); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that “no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent”.

Affiant affirms and warrants that Contractor’s licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**2022-2023SY SCHOOL UNIFORM APPAREL
SPECIFICATIONS**

KIPP Memphis Public Schools (KMPS) is inviting bids for uniform apparel and KIPP branding gear.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

KMPS's Purchase Orders and the Terms & Conditions and the Specifications of this RFP will serve as the contractor's contract.

COMPLIANCE

1. If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, KMPS may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. KMPS expressly retains all its rights and remedies provided by law in case of such breach, and no action by KMPS shall constitute a waiver of any such rights or remedies. In the event of termination for default, KMPS reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
2. KMPS does not guarantee any quantities of goods or services to be purchased from of this term Contract. KMPS does not have an exact dollar amount that was procured for these types of goods/services.

TERM

The term of this period is for fiscal year beginning July 1, 2022 through June 30, 2023.

RENEWAL

KMPS may continue to use the contractors responding to this RFP for three (3) one (1) year term pending an annual review of the documents requested in this RFP. There is no guarantee that additional terms will be granted. Should a contractor fail to provide the necessary information upon renewal, that contractor will be removed from the approved list.

KMPS reserves the right to purchase these services from other sources if the need arises. KMPS reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should KMPS desire not to renew, no reason needs to be given.

