

REQUEST FOR PROPOSAL (RFP 2027-002)

For Custodial Services for Doral Academy of Texas

Introduction

Proposals will be accepted on or before Wednesday April 8, 2026, at 1:00 PM CST. Proposals received later than the date and time designated **WILL NOT** be considered.

Note to Proposers

Carefully read all instructions, schedules, requirements and specifications. Fill out all forms properly and completely. Upload your proposal with all appropriate supplements and attachments at <https://doralacademytx.com/Departments/Procurement/Purchasing>

In accepting proposals, Doral Academy of Texas reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which is deemed to be in the best interest of Doral Academy.

Additional information required to adequately respond to this RFP may be obtained from Doral Academy of Texas Procurement Office via email to kgarcia@academicasw.org.

Offerors must submit a complete response to this RFP, in order to provide a responsive proposal.

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 their proposal electronically via Doral Academy of Texas website with a subject “Custodial Services RFP 2027-002– Proposal Response” based on the schedule below by going to the Doral Academy of Texas website
<https://doralacademytx.com/Departments/Procurement/Purchasing>

Proposals received after 1:00 PM CST on Wednesday, April 8, 2026, 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 Work 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.
5. References: Vendor shall complete a list of references either using the form attached or through alternative form for other entities similar to Doral Academy of Texas 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,

GENERAL INFORMATION

Purpose

Doral Academy of Texas is currently seeking a Vendor to serve as the preferred provider of school Custodial Services for the students and parents of Doral Academy. The preferred Vendor will Provide Nightly Custodial Services for Doral Academy. The preferred Vendor shall provide qualified Personnel.

WHEREAS The school desires to engage and contract with Provider to provide the services described in this Agreement; and Provider desires to enter in this Agreement as an independent contractor and consultant to render the services described in the Agreement and is willing to do so on the terms and conditions set forth below.

Doral Academy of Texas 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 Doral Academy of Texas intends to govern the relationship between itself and the selected Vendor.

Organizational Background

Doral Academy, Inc. is a public open-enrollment charter school. Doral Academy Inc. was founded in 1999 in Miami, Florida and has expanded across multiple states. Doral Academy in Texas was founded in 2021 with the opening of our first PK4 - 6 school located in Buda, TX. Responding to student, parent, and community demand, Doral Academy of Texas foresees the campus to grow to an enrollment of 2,000 students with a second campus opening in Kyle, TX.

Pre-Bid Walk Through and Q&A

A walk through will be scheduled for March 13, 2026, at 9:00 am CST, at which time questions can be made. If additional questions are required prospective vendors may submit questions about this proposal by March 18, 2026, to Kassandra Garcia at kgarcia@academicasw.org. Questions will be answered on March 23, 2026, via email.

The SFA will observe the following schedule of events for the RFP process:

First Public Notice	Wednesday, February 25, 2026
Second Public Notice	Wednesday, March 4, 2026
Release of RFP	Wednesday, February 25, 2026
Pre-Meeting-9am CST at Doral Academy Texas, 1333 Fire Cracker Dr, Buda, TX 78610	Friday March 13, 2026
Deadline for Vendor Questions 4pm CST	Wednesday, March 18, 2026
SFA Responses to Questions 4pm CST	Monday, March 23, 2026
Proposal Submission Deadline and Public	Thursday, April 8, 2026 1:00 p.m. CST
Proposed Review and Evaluation Tentative	Wednesday, April 22, 2026 9:00 am CST
SFA Board of Directors approve Proposal	May TBD, 2026
Award of Contract	May XX, 2026

Project Description and Scope of Services

Doral Academy of Texas is seeking a Vendor to provide Custodial Services for students, families, and staff at Doral Academy starting in the 2026-2027 school year.

- Doral Academy is located at 1333 Fire Cracker Dr., Buda, TX 78610.
- Service is to be performed Starting at
- 6:00 pm to 11:30 pm.
- Building or areas not included in the service:
- Mechanical rooms, Food service prep area, elementary PE, Computer service IT room, Elevator shaft rooms and any Electrical rooms.
- Doral Academy uses Renown disinfectant products.
- Additional chemicals products are Disinfectant wipes, Nonacid toilet bowl cleaner, Renown window cleaner and zep stainless steel cleaner.

Vendors Responsibilities for Somerset Academy Brooks

Classrooms, Clinic, Conference Rooms, Teacher Workrooms, Cafeteria & Library Cleaning

- Empty trash cans daily; replace liners as needed
- Dust room surfaces; file cabinets, shelves, and ledges weekly (do not move personal items)
- Dust HVAC vents monthly
- Windows and mirrors: spot clean daily; deep clean weekly
- Clean sinks; remove hard water and spots from sinks, handles, and necks
- Disinfect desks, chairs, tables, and counters daily
- Floors: sweep, vacuum carpet, wet mop tile/concrete floors
- Auto scrub floors two (2) times per week
- Primary classrooms (Pre-K-2): shampoo carpets monthly
- Clean doors and glass smudges; disinfect door handles (inside and outside)
- Turn off lights and close doors nightly

Restroom Cleaning

- Disinfect toilets and urinals inside and out
- Replace urinal screens on the first of each month

- Disinfect sinks, faucets, and knobs; remove stains
- Dust vents weekly
- Empty trash daily
- Wipe walls and partitions
- Clean mirrors
- Sweep and mop floors
- Auto scrub floors two (2) times per week
- Restock paper products and hand soap daily

Corridors, Entrances, Hallways & Stairwells

- Dust ledges and fixtures weekly
- Dust HVAC vents monthly
- Spot clean windows, glass, door frames, and display cases
- Disinfect drinking fountains and remove calcium buildup twice weekly
- Empty trash cans daily; replace liners
- Floors: sweep, vacuum rugs, auto scrub daily, vacuum stairs twice weekly

Front Lobby & Main Entrance

- Empty all trash cans daily
- Spot clean glass doors and entry surfaces daily
- Maintain a clean and welcoming appearance for visitors

Cafeteria – Enhanced Cleaning

- Deep clean countertops and all food-contact surfaces daily
- Disinfect tables, serving lines, and high-touch surfaces
- Clean floors per established schedule

Laundry Room

- Run wash cycles daily as required for campus operations
- Empty all laundry materials by the end of each shift
- Wipe down machines, counters, and utility surfaces

- Report equipment issues immediately

Locker Rooms

- Remove trash daily
- Clean and disinfect all surfaces
- Clean toilets and restock supplies daily
- Report any damage, plumbing issues, or supply shortages immediately

Outside Playground Areas

- Pick up all trash daily
- Empty all exterior trash cans daily
- Inspect playground areas for debris or safety hazards

Holiday & Extended Break Adjustments

- During Thanksgiving Break, Winter Break (Christmas), and Spring Break, scope of work may be adjusted
- Adjustments will be communicated by campus administration in advance

Optional / Desirable Services (Upon Approval)

- Pressure washing front walkway
- Pressure washing lobby entry area
- Pressure washing playground walkways and paths
- Pressure washing drive line walkways

Reporting & Accountability

- All damage, safety concerns, or maintenance issues must be reported immediately to campus administration

or the designated facilities contact

The parties may by mutual agreement amend the Services to be provide pursuant to this agreement. The services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Provider shall comply with all rules and regulation of the school. The school retains the right to stop or request alteration of the Services performed by the Provider in order to assure conformity with this Agreement.

FURNISHING OF EQUIPMENT: Unless otherwise agreed upon by the School, Provider shall supply all necessary and desirable equipment, and materials required to perform the Services pursuant to this Agreement.

RFP Performance Requirements

A prospective vendor will provide the following:

Desired Services

The selected Vendor(s) will be responsible for providing services as described in “Project Description and Scope of Services” section above.

The Vendor(s) shall be responsible for all aspects of the providing qualified personnel to perform the required listed services.

Doral Academy of Texas Responsibility

Doral Academy of Texas will negotiate an agreement for a preferred Custodial Service provider on behalf of Doral Academy of Texas students and staff. Doral Academy of Texas, at its sole discretion, reserves the right to renew the contract annually, not to exceed a base year and three option years, based on the Vendor’s performance under the contract, current needs of Doral Academy Students and staff, and the availability of funds for Custodial Services.

Quality Assurance

Prospective vendors will enter into an agreement with Doral Academy of Texas to serve as a preferred provider of Custodial Services. Doral Academy of Texas will negotiate performance benchmarks related to proposed outcomes and will utilize those benchmarks to measure the performance of the Vendor(s).

Pre-Bid Walk Through and Q&A

A walk through will be scheduled for March 13, 2026, at which time questions can be made. If additional questions are required prospective vendors may submit questions in reference by March 18, 2026, to this proposal to Cassandra Garcia at kgarcia@academicasw.org. Questions will be answered by March 23, 2026, via email.

Who is Eligible to Respond

Vendors who can meet the required specifications for the quality of services 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

the vendor's responsibility. A prospective vendor, by submitting a proposal, represents to Doral Academy of Texas 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 agreement shall begin on July 1, 2026 or as close to this date and shall conclude on June 30, 2027 (the "Term") unless terminated earlier as set forth herein. The Term may be extended by written agreement of the Parties, with the possibility of continuation of three, one-year extensions at the discretion of Doral Academy of Texas.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in Doral Academy of Texas 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 Doral Academy of Texas students and staff; prices will remain stable throughout the course of any agreement without any increase in price without the approval of Doral Academy of Texas. 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 Doral Academy of Texas students and staff as low as possible. (50)
2. Responsiveness of the vendor to provide all documentation requested in the RFP. (10)
3. References (10)
4. Reputation of the vendor and experience demonstrated competence with similar services with charters and/or public entities. Based on the verified reference forms submitted. (10)
5. Customer Service based on service provided to other charters and/or public organizations verified reference forms submitted. (10)
6. Compliance with applicable federal, state, local laws and all rules and regulations of the Charter. (10)

Doral Academy of Texas 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 Doral Academy of Texas may enter into negotiations with the highest ranked respondent.

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

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

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 at

<https://doralacademytx.com/Departments/Procurement/Purchasing>

- Doral Academy of Texas staff may exclude from further consideration for the contract award any non-responsive proposal or portion of a proposal.

Doral Academy of Texas Standard and Conditions

Payment Terms

Doral Academy of Texas payment terms are thirty (30) days from date of good/service acceptance or receipt of a detailed 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 Doral Academy of Texas, Board of Trustee or otherwise not made available to Doral Academy of Texas.

Right to Additional Competition

Doral Academy of Texas 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 Doral Academy.

Modifications

Any contract between the Contractor and Doral Academy of Texas 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 Doral Academy of Texas and the Contractor or between Doral Academy of Texas and the Contractor's employees. Doral Academy of Texas 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 Doral Academy of Texas employees, nor be covered by Doral Academy of Texas Workers' Compensation Program.

Indemnification

The Contractor shall indemnify, defend and hold harmless Doral Academy of Texas, 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 Doral Academy of Texas is not the cause of the loss, claim, damage expense or cost.

Notice Concerning Withholding of Taxes

For any Contractor receiving payment(s) from Doral Academy of Texas 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 Doral Academy of Texas for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by Doral Academy of Texas as a result of Contractor's failure to make such required payments.

Gratuities

Doral Academy of Texas may, by written notice to the Contractor, cancel any agreement between the Contractor and Doral Academy of Texas without liability to Doral Academy of Texas if it is determined by Doral Academy of Texas 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 Doral Academy of Texas

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 Doral Academy of Texas pursuant to this provision, Doral Academy of Texas 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 Doral Academy of Texas shall be assigned or delegated without the written permission of Doral Academy of Texas. 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 Doral Academy of Texas 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 Doral Academy of Texas 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.

Advertising

The Contractor shall not advertise or publish without the prior consent of Doral Academy of Texas, the fact that Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas. 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 Doral Academy of Texas for inspection and review during normal business hours of the Contractor and upon the request of Doral Academy of Texas 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 Doral Academy of Texas. Doral Academy of Texas reserves the right to refuse entry onto its District grounds to any individual whose background check does not meet the requirements established by Doral Academy of Texas 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 Somerset Academies of Texas, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Pub. L. No. 104-191, 110 Stat. 1936. Doral Academy of Texas may determine that the Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of Doral Academy of Texas students, and the

Contractor is an agent of Doral Academy of Texas solely for the purpose of providing services to Doral Academy of Texas. 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 Doral Academy of Texas and the Contractor. Upon the termination of any agreement between Doral Academy of Texas and the Contractor, the Contractor will return to Doral Academy of Texas all student records, documentation, and other items that were used, created, or controlled by the Contractor.

Intellectual Property

The 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

Doral Academy of Texas. For purposes of this project, “Confidential Information” shall include but not be limited to:

1. Information relating to Doral Academy of Texas financial, regulatory, personnel, or operational matters.
2. Information relating to Doral Academy of Texas 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 Doral Academy of Texas business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from Doral Academy of Texas 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 Doral Academy of Texas, use or disclose any confidential information or trade secrets of Doral Academy of Texas to any person or entity for any purpose whatsoever without the prior written consent of Doral Academy of Texas, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

The contractor agrees to release to Doral Academy of Texas all records and supporting documentation related to the services provided under any contract between the Contractor and Doral Academy of Texas upon completion of the services and/or termination of the contract.

Right of Inspection

Doral Academy of Texas 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 related thereto shall become the property of Doral Academy of Texas 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 Doral Academy of Texas as requested. Doral Academy of Texas reserves the right to require specific amounts of insurance on a case-by-case basis.

Additionally, at all times during the Term hereof Provider, at Provider's sole expense, shall keep in full force and effect commercial general or professional liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury and property damage to a combined limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. With respect to the coverage described in this Agreement, the policies shall include a provision waiving any right of subrogation against the school which otherwise might exist in or accrue. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. The school shall not obtain pay for or reimburse Provider for the cost of any liability insurance.

Equal Opportunity

In the execution of the contract, the Contractor agrees, consistent with Doral Academy of Texas 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 product sold to Doral Academy of Texas 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, Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify Doral Academy of Texas 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. Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas to this effect in writing within two weeks after the submission of this proposal or bid. If Doral Academy of Texas does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold Doral Academy of Texas 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 Doral Academy of Texas shall be null and void except that Doral Academy of Texas 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 Doral Academy of Texas satisfaction, or in any other way fails to provide service in accordance with the contract terms, Doral Academy of Texas shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, Doral Academy of Texas 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 Doral Academy of Texas, either Doral Academy of Texas 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 Doral Academy of Texas 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, Doral Academy of Texas 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, Doral Academy of Texas, 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 Doral Academy of Texas shall have the right to inspect and review such records at reasonable times upon request by Doral Academy of Texas.

Additionally, when federal funds are used, in whole or in part, Doral Academy of Texas, 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 Non-Procurement 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 Doral Academy of Texas, and shall be the property of Doral Academy of Texas 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 Doral Academy of Texas may be terminated and payment may be withheld if this certification is inaccurate.

Applicable Law

Any contract between the Contractor and Doral Academy of Texas shall be governed by the policies of Doral Academy of Texas Board of Trustee 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].

Doral Academy of Texas 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 Doral Academy of Texas shall lie in Hays 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 Doral Academy of Texas, including but not limited to any statutory or governmental immunity available to Doral Academy of Texas under applicable law.

Limitations

The parties are aware that there are constitutional and statutory limitations on the authority of Doral Academy of Texas (a public school) to enter into certain terms and conditions, including but not limited to, those terms and conditions relating to liens on Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas instructions utilizing this document, corresponding attachments, and supplemental information and must reach Doral Academy of Texas 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 Doral

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

Incurred Costs

Doral Academy of Texas 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, Doral Academy of Texas 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 not 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 Doral Academy of Texas approved vendor list.

Selection of Contractor

Doral Academy of Texas will enter into a written contract with the most responsive bidder as determined by the evaluation criteria mentioned above. Doral Academy of Texas 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 Doral Academy of Texas. Doral Academy of Texas 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 Doral Academy of Texas board members or other Doral Academy officials from the date this solicitation is released until the award of a contract by Doral Academy of Texas.

Price Warranty

The price to be paid by Doral Academy of Texas 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, Doral Academy of Texas may cancel the contract between the Contractor and Doral Academy of Texas without liability to Doral Academies of Texas 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, Doral Academy of Texas shall have the right in addition to any other right or rights to cancel the contract between the Contractor and Doral Academy of Texas 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 Doral Academy of Texas. 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 Doral Academy of Texas 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.

EXHIBIT A

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 Doral Academy of Texas retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by Doral Academy of Texas, 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 Doral Academy of Texas believes might compromise the safety of students, staff, or property.

Any Vendor interested in participating in Doral Academy of Texas 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 Doral Academy 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 Sub Vendors 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 Sub-Vendor 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 Sub-Vendor 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 Doral Academy of Texas in writing within three business days.
3. Upon request, Vendor will provide Doral Academy of Texas with the name and any other requested information regarding covered employees so that Doral Academy of Texas may obtain criminal history record information on the covered employees.
4. If Doral Academy of Texas 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 Doral Academy of Texas.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to Doral Academy of Texas 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

Doral Academy of Texas 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



Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

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

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;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

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 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below

Section 231.006 authorizes a state agency to terminate a contract if it determines that the 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.

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:

Section 3

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."

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

