



Deadline for submissions:

5:00 PM

Friday, May 5th, 2023

**Casandra Reyes
Director of Operations
Promesa Academy Charter School
603 Merida St.
San Antonio, TX 78207
(210) 942-1700**

Promesa Academy Charter School

Promesa Academy Charter School is located on the inner-School west side of San Antonio, Bexar County. With a current enrollment of 350 plus 58 staff members, Promesa Academy campus encompasses roughly 39,000 sq ft on 8 acres of property in the inner-city west side of San Antonio.

Every child is born into this world with **so much promise**; with an insatiable curiosity, a love for learning, and dreams that know no bounds. At Promesa Academy, we promise to foster and nurture our students' sense of wonder and hope by building a space where they are **loved, respected, and nurtured** so that they grow, learn, and create with each passing day.

Rooted in Equity – We believe that quality public education is a fundamental right for all families, but unfortunately, many families living in lower-income communities across our city lack access to quality options. We do this work because education has the power to change lives and we want to make sure that all children, but especially those who are often furthest away from opportunity, have access to the education they deserve so that they, in turn, have access to a life of choice and opportunity.

Rooted in Love – Love is at the core of everything that we do at Promesa. We know that children cannot learn until they feel safe and loved and it is our commitment for every child to know that every adult in our building loves them dearly. Love also penetrates the work that we do - our teachers focus on teaching what they love the most so that their passion and knowledge transfers to their students and inspire them to develop a love for learning.

Rooted in Innovation – The world around us is rapidly changing, and yet very little has changed in our public education system for decades. At Promesa, we are constantly researching to improve our approach towards education and putting research into practice as we build a school that truly reflects the needs of our children. Through family and community feedback, our students' input, staff reflections, and research, we hope to be a school that is never satisfied with who we are, but instead always asking what more we can do.

Building Name/Number	Approx. Sq Ft.
Bldg 1 - Main Building	10,000
Bldg 2 - Cafeteria	4,000
Bldg 3 - Modular Building	12,000
Bldg 4 - New Build	12,850.95
Total Estimated Square Footage	38,850.95

1. INTRODUCTION

Promesa Academy Charter School is seeking proposals from qualified companies to provide Facility Janitorial Services. The required services and performance conditions are described in the Scope of Work (or Services).

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer’s Information Form* **Attachment B – Scope of Work**
Attachment C – Supplemental General Conditions
Attachment D – Cleaning Specifications
Attachment E – Cost Proposal Bid Form
Attachment F – Sample Agreement for Professional Services
Attachment G – Sample Table, Qualifications of company Relative to School’s Needs
Attachment H – Insurance Requirement

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Q & A

A Q&A opportunities with the School will be available **March 27th - March 31st, 2023**.

603 Merida St.
 San Antonio, TX 78207
 (210) 942-1700

All prospective Proposers are strongly encouraged to attend.

3.2 Facilities Tours

Facility tours are available on **April 3rd, 2023 at 8am, 10am and 1pm CST**. To schedule a meeting prior to facility tour dates contact **Casandra Reyes at (210) 942-1702**

3.3 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.3.1 Have carefully read and fully understand the information that was provided by Promesa Academy to serve as the basis for submission of this proposal.

- 3.3.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.3.3 Represent that all information contained in the proposal is true and correct.
- 3.3.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, company, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.3.5 Acknowledge that Promesa Academy Charter School has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants Promesa Academy Charter School permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.4 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by Promesa Academy Charter School no later than **5:00 p.m., March 31, 2023**. Correspondence shall be addressed to Casandra Reyes, creyes@promesaacademy.org. Responses from Promesa Academy Charter School will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

Promesa Academy Charter School shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by Promesa Academy Charter School or its representatives.

3.5 Submission of Proposals

All proposals shall be submitted to:

**Promesa Academy Charter School
603 Merida St.
San Antonio, TX 78207
(210) 942-1700**

Proposals must be received no later than **5:00 p.m. on Friday, May 5th, 2023**. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 1 electronic copy of its proposal via email to Casandra Reyes (CReyes@promesaacademy.org) with the email subject clearly marked, "RFP for Facilities Janitorial Services".

3.6 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.7 Rights of Promesa Academy Charter School

This RFP does not commit Promesa Academy Charter School to enter into a contract, nor does it obligate Promesa Academy Charter School to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. Promesa Academy Charter School reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with Promesa Academy Charter School.

An agreement shall not be binding or valid with Promesa Academy Charter School unless and until it is executed by authorized representatives of Promesa Academy Charter School and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The RFP timeline is as follows:

Proposal Opening Date	March 24th, 2023
Q&A with SFA	March 27th - March 31st, 2023
Facilities Tours <i>Contact Casandra Reyes at (210) 942-1702 to schedule a meeting prior to facility tour dates.</i>	April 3rd, 2023 (8AM, 10AM, and 1:00PM CST)
Final addenda issued (if applicable)	May 1st, 2023
Proposal Closing Date	May 5th, 2023 (5:00PM CST)
Proposal Evaluation Date	May 8-19th, 2023
Final Vendor Selection	May 26th, 2023
Board approval	June 21st, 2023

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of Promesa Academy Charter School's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages.

5.2 Chapter 2 – Profile on the Proposing company(s)

This Chapter shall include a brief description of the Prime Proposer's company size as well as the proposed local organization structure. Include a discussion of the Prime Proposer company's financial stability capacity and resources. Include all other companies participating in the Proposal, including similar information about the companies.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred

within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Work Plan or Schedule

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands Promesa Academy Charter School's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the company's ability to meet Promesa Academy Charter School's schedule, outlining the approach that would be undertaken in providing the requested services.

5.4 Chapter 4 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide Promesa Academy Charter School with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to Promesa Academy Charter School.

5.5 Chapter 5 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name (if possible), title and specific responsibilities on the project.

5.6 Chapter 6 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to Promesa Academy Charter School's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – "Sample Agreement for Services." Items not accepted will not be open to later negotiation.

5.7 Chapter 7 – Cost Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists Promesa Academy Charter School in determining the company's understanding of the project, and provides staff with tools to negotiate the cost, provided in a table (See Table, Attachment E).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with Promesa Academy Charter School.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a fixed fee form of contract. A Sample Agreement of Services is provided as Attachment

- C. The method of payment to the successful school Proposer shall be on a fixed fee basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and Promesa Academy Charter School as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials. Payments will be based on Monthly Invoices.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by Promesa Academy Charter School, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Superintendent of Promesa Academy Charter School as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Superintendent.

The selected Proposer agrees to provide Promesa Academy Charter School with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

School staff will evaluate the proposals provided based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to Promesa Academy Charter School;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's prior record of performance with School or others;
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including School council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from Promesa Academy Charter School's Operations Department to the successful Proposer.

8. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of Promesa Academy Charter School. At such time as the Operations Department recommends to Promesa Academy Charter School Superintendent, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". Promesa Academy Charter School shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the Texas Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Promesa Academy Charter School may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," Promesa Academy Charter School

shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

- **COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

9. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 10.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 10.2 Any attempt to improperly influence any member of the evaluation team;
- 10.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and Promesa Academy Charter School;
- 10.4 Evidence of incorrect information submitted as part of the proposal;
- 10.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 10.6 Proposer's default under any previous agreement with Promesa Academy Charter School, which results in termination of the Agreement.

10. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of Promesa Academy Charter School.

11. GRATUITIES

No person shall offer, give or agree to give any School employee any gratuity, discount or offer of employment in connection with the award of contract by Promesa Academy Charter School. No School employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a School contract.

~ End of Section ~

**Attachment A
Proposer's Information Form**

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact person, title, email, telephone and email: _____

Proposer, if selected, intends to carry on the business (check on):

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

When incorporated? _____

In what state? _____

When authorized to do business in Texas? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- | | |
|-----------------------------|--|
| <input type="checkbox"/> #1 | <input type="checkbox"/> Or, No Addendum/Addenda were received. _____ (check and initial) |
| <input type="checkbox"/> #2 | |
| <input type="checkbox"/> #3 | |

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here:

Date: _____

Proposer's Signature: _____

Proposer's typed name and title: _____

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Date: _____

Member of the Partnership or Joint Venture signature

Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows: The undersigned certify that he/she is respectively:

_____ and

_____ Title/Signature

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____

Date: _____

Title: _____

**Attachment B – Scope of Work Promesa Academy Charter School
Facilities Janitorial Services Request for Proposals**

PROJECT DESCRIPTION

Promesa Academy Charter School is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to Promesa Academy Charter School's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facilities Janitorial Services in Promesa Academy Charter School, in accordance with the specifications and conditions specified in the Request for Proposal issued by Promesa Academy Charter School. Request for Proposal documents are available at Promesa Academy Charter School, 603 Merida St., San Antonio, TX. Sealed proposals shall be emailed to Casandra Reyes at CReyes@promesaacademy.org on or before **5:00 P.M. Friday, May 5th, 2023.**

SCOPE OF WORK

GENERAL CONDITIONS

These General Conditions make additions, deletions, or revisions, as indicated herein. All provisions which are not added, deleted, or revised, remain in full force and effect. Terms used have the same meanings assigned in the Request for Proposal documents.

DEFINITIONS

The following respective supplemental definitions shall apply:

SCHOOL REPRESENTATIVE(S)

Promesa Academy Charter School's representative(s) shall be any person(s) designated by Promesa Academy Charter School in writing to the Service Provider. Promesa Academy Charter School's Representative(s) shall be the only person(s) through whom all communication between Promesa Academy Charter School and the Service Provider shall be directed.

LOCATION OF THE WORK

Notice is hereby given that Promesa Academy Charter School, "School", in Bexar County, Texas will receive bids for the furnishing of Janitorial Services, "Service Provider", for all Community Services Facilities as listed below. The bid is for service and supplies. Following is a list of each building location to be included in this Request for Proposal and Qualifications:

Promesa Academy Charter School

603 Merida St, San Antonio, TX 78207

WORK SCHEDULE

The Service Provider employees shall complete all the work required under the Request for Proposal documents as specified in the contract documents.

Promesa Academy Charter School:

3 day porters required – Monday-Friday 6:30am - 3:30 p.m.

3 night porters are required – Monday-Friday 3:30am - 7:30 p.m.

*Cleaning is required 5 days/nights per week. Cleaning staff must stay onsite to complete cleaning of spaces utilized by afterschool care program and as needed for special school events.

Service Provider shall provide Promesa Academy Charter School with an annual schedule for each building's daily and non-daily services. The term daily refers to all days that the Service Provider is required to clean. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel in any one building at any given time.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions. All employees working on site must not have been convicted of a felony. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

Only authorized employees of the Service Provider may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Service Provider may act as a substitute. The use of unauthorized personnel on the part of the Service Provider may result in immediate cancellation without notice. Service Provider(s) and Service Provider Employees may not allow on School premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at School offices are considered to be confidential and privileged. Service Provider's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

LEGAL ADDRESS OF Promesa Academy Charter School

The official address of Promesa Academy Charter School shall be Promesa Academy Charter School, 603 Merida St., San Antonio, TX 78207. All correspondence sent to the Service Provider shall be deemed to have been given when mailed via certified mail, or delivered to the address specified in the Agreement. Notice to Promesa Academy Charter School shall be mailed via certified mail, or delivered to the legal address of Promesa Academy Charter School.

INSURANCE

Service Provider shall furnish Promesa Academy Charter School with original insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Promesa Academy Charter School. Insurance requirements are described in Sample Agreement in Appendix A.

LAWS AND REGULATIONS

The work is located in Promesa Academy Charter School, in the County of Bexar, State of Texas. The Service Provider shall comply with all ordinances, regulations, and other lawful requirements of said School, County, State, and Federal governing the work on public property.

SUPERVISION

Work performed by employees within the scope of the Service Provider's employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by Promesa Academy Charter School. Employee(s) assigned to supervise the work shall be readily available, responsive to Promesa Academy Charter School's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

SUPPLIES

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

Promesa Academy Charter School shall furnish, as part of this contract, all paper products such as toilet paper, hand towels, seat protectors, sanitary napkins, and including trash liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

CONTRACT TERM

The term of this Agreement shall be for ten (12) months. The Agreement may be extended for two (2) additional one-year terms by the mutual written agreement of the parties. The cost of services shall remain company for the term of agreement.

CONTRACT TERMINATION

Promesa Academy Charter School may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by Promesa Academy Charter School upon thirty (30) days written notice. Services may be terminated by Service Provider upon ninety (90) days written notice. Promesa Academy Charter School shall compensate Service Provider for all services provided before the actual date of termination. Upon receipt of Notice of Termination from Promesa Academy Charter School, the Service Provider shall immediately commence discontinuing any and all services provided under this Agreement.

PAYMENTS TO THE SERVICE PROVIDER

Promesa Academy Charter School shall pay the Service Provider in current funds for the performance of the work, subject to additions and deductions based upon monthly determination by Promesa Academy Charter School and the acceptability of the work performed computed in accordance with the Service Provider's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to Promesa Academy Charter School by the Service Provider. The Service Provider shall not invoice Promesa Academy Charter School for services prior to thirty (30) days following execution of an Agreement with Promesa Academy Charter School and not more frequent than once every four (4) weeks. Promesa Academy Charter School may withhold payment for any unacceptable service if the Service Provider has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from Promesa Academy Charter School. School has the right to request additional reports and supporting information from Service Provider as deemed reasonably necessary by School to audit Service Provider's performance under this Agreement. Service Provider shall provide all additional reports and information requested by School within ten (10) days of a written request.

EXTRA WORK

Extra Work must be authorized by Promesa Academy Charter School and shall be shown as a separate item on the invoice submitted to Promesa Academy Charter School. The invoice for Extra Work shall show the exact location of the work, including the name and location of the facility. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work.

INSPECTIONS

All of the Service Areas will be inspected regularly by Promesa Academy Charter School. Promesa Academy Charter School may require the Service Provider, or the local authorized representative, to accompany School staff during inspections, if Promesa Academy Charter School is not satisfied with the Service Provider's work. The Service Provider or the local authorized representative is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

UNACCEPTABLE SERVICE

If Promesa Academy Charter School, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be e-mailed to the company representative or faxed to the Service Provider's local office. Payment will not be made for any services not provided by the Service Provider. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of Promesa Academy Charter School by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Service Provider must request a re-inspection. A re-inspection request should be completed in writing to Promesa Academy Charter School and either faxed or e-mailed to Promesa Academy Charter School. If the work is deemed satisfactory upon re-inspection, Promesa Academy Charter School will accept a request for payment, minus a one hundred dollar (\$100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar (\$100) re-inspection charge will be assessed for each inspection completed by Promesa Academy Charter School until the specified work is completed.

END OF SCOPE OF WORK CONDITIONS

Attachment C – Supplemental General Conditions

Promesa Academy Charter School Community Services Facilities Janitorial Services Request for Proposals

INTENT

It is the intent of these Supplemental General Conditions to describe minimum quality, quantity, and scope of activity and they are not intended to be restrictive to any Service Provider.

The term “cleans”; shall mean “free from soil/dirt”. It is intended that all equipment and building surfaces shall be clean in all areas, whether specifically mentioned or not. The term “all areas” means all surface areas in the building.

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain building, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc..., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

Promesa Academy Charter School shall furnish, as part of this contract, all paper products such as toilet tissue, hand towels, seat protectors, sanitary napkins, and including trash can liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

OFFICE

The Service Provider shall maintain an office with a competent company representative that can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m. to discuss matters pertaining to this agreement with the Agreement Manager. An office is one that has a maximum response time of forty (40) minutes.

SUBCONTRACTORS

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSIGNMENT OF CONTRACT

Service Provider shall not assign the agreement or any right or interest hereunder, without the prior consent in writing of Promesa Academy Charter School.

Promesa Academy Charter School reserves the right to add or delete buildings and/or facilities at any time during the life of the contract or resulting extensions, with thirty (30) days written notice to the Service Provider. Additions shall be added at a negotiated rate that has the mutual agreement of Promesa Academy Charter School and Service Provider and the means of negotiation shall utilize comparable facilities under existing service agreement. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

Promesa Academy Charter School reserves the right to change the work hours and work/shift schedule. The Service Provider shall be notified at least one (1) full week prior to such changes.

RESPONSIBILITY FOR WORK

The Service Provider employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

PERSONNEL

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing to the satisfaction of Promesa Academy Charter School's Designee, and on schedule. All such personnel shall be physically able to do their assigned work.

Adequate and competent supervision shall be provided for all work done by the Service Provider's employees to ensure accomplishment of high quality work that will be acceptable to Promesa Academy Charter School's Designee. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once a month. Promesa Academy Charter School's Designee will perform contract compliance inspections only and will not act as a supervisor for the Service Provider.

HAZARDOUS CONDITIONS

The Service Provider shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Service Provider, which is not a result of his operations, shall immediately be reported to Promesa Academy Charter School's Designee.

ON-SITE STORAGE

Except for those locations having designated custodial closets, no tools or equipment are to be stored on the premises. It is the Service Provider's responsibility to properly and safely store materials and supplies in the designated closets (i.e. safe distance from water heaters or other heat sources, properly stacking materials. Flammables are not to be stored near ignition sources). No materials are to be stored within 18 inches of ceilings.

SAFETY TRAINING/PROCEDURES

Service Provider must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

END OF SUPPLEMENTAL GENERAL CONDITIONS

**Attachment D – Specifications Promesa Academy Charter School
Community Services Facilities Janitorial Services Request for Proposals**

CLEANING SPECIFICATIONS FOR ALL SITES			
FACILITY GENERAL CLEANING	ONCE A MONTH	ONCE A WEEK	DAILY
VACUUM CARPETS - OFFICES			X
VACUUM CARPETS - CUBICLES			X
VACUUM CARPETS - CONFERENCE ROOMS			X
VACUUM CARPETS - COUNTER AREA & HALLWAYS			X
VACUUM MATS AT ENTRANCES / EXITS			X
SPOT CLEAN CARPETS			X
BRUSH / CLEAN UPHOLSTERY			X
DUST MOP TILE FLOORS			X
DAMP MOP TILE FLOORS			X
DUST / CLEAN OFFICES, COMPUTERS, ETC.			X
DUST HIGH AREAS		X	
DUST LIGHT FIXTURES, LAMPS, PICTURES			X
DUST FILING CABINETS			X
DUST PARTITIONS & LEDGES			X
DUST AIR VENTS / GRILLS		X	
DUST BLINDS		X	
DUST WINDOW SILLS		X	
DUST FLOOR LENGTH WINDOW SILLS		X	
DUST / CLEAN DISPLAY CASE		X	

REMOVE SPIDER WEBS FROM WALL & WINDOWS		X	
EMPTY WASTE BASKETS AND RECYCLED BASKETS			X
SPOT CLEAN KICK PLATES & BASEBOARDS			X
SPOT CLEAN PARTITIONS & DOORS			X
SPOT CLEAN WALLS (TO 5FT)			X
SWEEP & CLEAN ENTRANCE WAYS			X
CLEAN & SANITIZE DOOR HANDLES & PUSH PLATES			X
CLEAN INTERIOR & EXTERIOR OF GLASS DOORS			X
SANITIZE PHONES, KEYBOARDS, MOUSE, ETC			X
CLEAN KITCHEN AREA AND SINK			X
CLEAN REFRIGERATOR AND SANITIZE HANDLES			X
CLEAN & SANITIZE THE WATER COOLER / DRIP PAN			X
EMPTY TRASH AND RECYCLING RECEPTACLES AND REPLACE LINERS			X
FLATTEN CARDBOARD BOXES BEFORE PLACING IN RECYCLING BIN			X

FACILITY RESTROOM CLEANING AND SANITIZING	ONCE A MONTH	ONCE A WEEK	EACH TIME
DUST MOP TILE FLOORS			X
CLEAN MIRRORS & BRIGHTWORK (Fixtures)			X
CLEAN & SANITIZE SINKS			X
CLEAN & SANITIZE TOILETS, TOILET SEATS, AND URINALS			X
CLEAN & SANITIZE DISPENSERS			X
EMPTY SANITARY NAPKIN DISPENSERS			X
EMPTY TRASH RECEPTACLES AND REPLACE LINERS			X

FILL SOAP DISPENSERS			X
FILL TOILET PAPER DISPENSERS			X
FILL TOWEL DISPENSERS			X
REPLACE DEODORANT BLOCKS		X	
SANITIZE & MOP RESTROOMS			X
SANITIZE & SPOT CLEAN WALLS (TO 5FT)			X
SPOT CLEAN RESTROOM PARTITIONS			X

FACILITY CLOSING INSTRUCTIONS	ONCE A MONTH	ONCE A WEEK	EACH TIME
ARRANGE CHAIRS			X
MAINTAIN JANITOR CLOSET			X
CLOSE OFFICE AND HALLWAY DOORS			X
SECURE ENTRY DOORS AND WINDOWS			X

SPECIFICALLY EXCLUDED FROM THIS CONTRACT ARE PLANT CARE, AND REPLACEMENT OF LIGHT BULBS, LAMPS, ETC.

END CLEANING SPECIFICATIONS

**Attachment E – Cost Proposal Bid Form
Promesa Academy Charter School
Community Services Facilities Janitorial Services
Request for Proposals**

LOCATION	MONTHLY SERVICE PRICE	TOTAL YEARLY PRICE
PROMESA ACADEMY CHARTER SCHOOL		
		PROPOSAL TOTAL

Attachment F - PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____ 2023 ("Effective Date") by and between the ("School") and _____ ("Consultant") (together sometimes referred to the "Parties").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to School the services described in the Scope of Work attached as Exhibit A, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail. The terms and conditions of this Agreement shall apply to all subcontractors and sub-consultants.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on the date of completion specified in Exhibit A. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to the Consultant to complete the services required by this Agreement shall not affect Promesa Academy Charter School's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that School, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from School of such desire of School, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.
- 1.5 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 2. COMPENSATION. School hereby agrees to pay Consultant a sum not to exceed \$ _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement, including but not limited to any and all costs of subcontractors or sub-consultants. In

the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. School shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from School to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to School in the manner specified herein. Except as specifically authorized in advance by School, Consultant shall not bill School for duplicate services performed by more than one person.

2.1 **Invoices.** Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At School's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder necessary to complete the work described in Exhibit A;
- Receipts for expenses to be reimbursed;
- The Consultant's signature.

2.2 **Monthly Payment.** School shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. School shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Total Payment.** School shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. School shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are included within the maximum amount of the contract.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that Promesa Academy Charter School or Consultant terminates this Agreement pursuant to Section 8, Promesa Academy Charter School shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. School shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with School employees and reviewing records and the information in possession of Promesa Academy Charter School. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of School. In no event shall School be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to Promesa Academy Charter School. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's compensation. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to School. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully

with the provisions of the Texas Labor Code. Determination of whether a self- insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against Promesa Academy Charter School and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Automobile Liability Insurance.

- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non- owned automobiles.
- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.
- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to School and its officers, employees, agents, and volunteers.

4.3 **Professional Liability Insurance.**

- 4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. Promesa Academy Charter School shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to Promesa Academy Charter School prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish School with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 4.4.3 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled

by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to Promesa Academy Charter School. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to School at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

- 4.4.4 **Additional insured; primary insurance.** School and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to School or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to Promesa Academy Charter School and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by Promesa Academy Charter School shall be called upon to contribute to a loss under the coverage.

- 4.4.5 **Deductibles and Self-insured Retentions.** Consultant shall disclose to and obtain the approval of School for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to School, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.7 **Variation.** Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the

coverage, scope, limits, and forms of such insurance are either not commercially available, or that Promesa Academy Charter School's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies School may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, School may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies School may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION

Consultant shall indemnify, defend with counsel selected by Promesa Academy Charter School and hold harmless Promesa Academy Charter School and its officials, officers, employees, agents and authorized volunteers from and against any and all losses, liability, claims, suits, actions, damages and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, or any violation of any federal, state or municipal law, regulation or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of Promesa Academy Charter School or its officers, employees, agents or authorized volunteers and (2) the actions of Consultant or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the Texas Civil Code. Acceptance by School of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of School. School shall have the right to control Consultant only insofar as the results of

Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise School shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other School, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by School, including but not limited to eligibility to enroll in the Texas Retirement System (TRS) as an employee of School and entitlement to any contribution to be paid by School for employer contributions and/or employee contributions for TRS benefits.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of Texas shall govern this agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to School that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to School that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from State of Texas.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** School may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to School and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; School, however, may condition payment of such compensation upon Consultant delivering to School any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Promesa Academy Charter School in connection with this Agreement.

- 8.2 **Extension.** School may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if School grants such an extension, School shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, School shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** School and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to School for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify School immediately.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between School and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Promesa Academy's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Promesa Academy would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Promesa Academy Charter School. Consultant hereby agrees to deliver those documents to Promesa Academy Charter School upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Promesa Academy Charter School and are not necessarily suitable for any future or other use. School and Consultant agree that, until final approval by school, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Promesa Academy Charter School under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, Promesa Academy Charter School. Under Texas Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of School or as part of any audit of Promesa Academy Charter School, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Bexar County.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Consultant Representative.** All matters under this Agreement shall be handled for Consultant by Casandra Reyes, Gabby Joseph, Ambika Dani or other School Consultant Representative designated by the aforementioned representatives.
- 10.7 **School Contract Administration.** This Agreement shall be administered by Casandra Reyes, Director of Operations, Promesa Academy Charter School ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.8 **Notices.** Any written notice to Consultant shall be sent to:

**Casandra Reyes, Director of Operations
Promesa Academy Charter School
603 Merida St.
San Antonio, TX 78207
(210) 942-1702**

- 10.9 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between School and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The authorized Parties have executed this Agreement as of the Effective Date.

PROMESA ACADEMY CHARTER SCHOOL

CONSULTANT

Ambika Dani, CEO/Superintendent

Service Provider

Attest:

Approved as to Form:

Attachment G

SAMPLE TABLE FORMAT QUALIFICATIONS OF company RELATIVE TO SCHOOL'S NEEDS

Project Name	Client	Description of work	Total Project Cost	Percentage of work	Period work was	Client contact information*
<p>Did your company meet the project schedule (Circle one) : Yes No</p>						
<p>Give a brief statement of the company's adherence to the schedule and budget for the project:</p>						
<hr/>						
<p>Did your company meet the project schedule (Circle one) : Yes No</p>						
<p>Give a brief statement of the company's adherence to the schedule and budget for the project:</p>						
<hr/>						
<p>Did your company meet the project schedule (Circle one) : Yes No</p>						
<p>Give a brief statement of the company's adherence to the schedule and budget for the project:</p>						
<hr/>						
<p>Did your company meet the project schedule (Circle one) : Yes No</p>						
<p>Give a brief statement of the company's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number

Promesa Academy Charter School

RFP – Facilities Janitorial Services

Attachment H
INSURANCE REQUIREMENTS

CONTRACTORS TO Promesa Academy Charter School (SCHOOL), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF Texas.

AWARD IS CONTINGENT ON COMPLIANCE WITH SCHOOL'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES ALL DAMAGES	\$1,000,000 \$1,000,000	
YES	Promesa Academy Charter School IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED School, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

IV. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO SCHOOL OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY SCHOOL.
- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE SCHOOL'S PRIOR APPROVAL.

- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

D. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

E. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, COMPANY, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION

- 3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE School AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
- 4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON- PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE School AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**DEPARTMENT OF OPERATIONS
Promesa Academy Charter School
603 Merida St.
SAN ANTONIO, TX 78207**