



Eanes Independent School District
Purchasing Department
601 Camp Craft Road
Austin TX 78746
512-732-9036

REQUEST FOR PROPOSALS (RFP)
Solid Waste, Recycling & Composting Services
#201819-003

The Eanes Independent School District ("District") invites qualified firms to submit Proposals for Solid Waste, Recycling & Composting Services. The Request for Proposal can be reviewed and downloaded from the following website:

<https://www.eanesisd.net/dept/purchasing/bid>

If you are an interested firm, the District invites your firm to submit a Proposal Response to the EISD Purchasing Office at purchasing@eanesisd.net. While **electronic submissions are preferred**, you may still mail your response to the address listed above. The **subject line** or envelope for your Proposal Response should be plainly marked:

Proposal Response for
Solid Waste, Recycling & Composting Services
#201819-003

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a proposer prior to an award. The Board of Trustees reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

Responses shall be received any time but **no later than 4:00pm Friday March 8, 2019.**

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes Independent School District.
Sincerely,

Sincerely,

Sylvie Pouget

Sylvie Pouget
Purchasing Coordinator, Eanes ISD

Section I – Proposal Submission

1. Introduction

Eanes Independent School District (“EISD” or “District”) invites your firm to submit a written proposal response for Solid Waste, Recycling & Composting Services to the District. EISD is seeking to establish an annual contract for Solid Waste, Recycling & Composting Services with a firm that has both experience and expertise in all aspects of the solid waste industry. This estimate, however, should not be construed to be a guarantee of either minimum or maximum quantities as purchases are dependent upon need and available funding.

2. General Terms, Conditions and Requirements for Solicitations

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached to this Solicitation.

2.1 Texas Education Code 44.031.

2.2 Purchasing and Acquisition, EISD Policy CH (Legal).

2.3 Purchasing and Acquisition, EISD Policy CH (Local).

3. District Overview

EISD covers an area of approximately 31.2 square miles and includes parts of Austin as well as the municipalities of Rollingwood and Westlake Hills. A map of the District is available at the following District website address: <https://www.eanesisd.net/district/maps>. EISD currently has one (1) high school, two (2) middle schools, six (6) elementary schools, one (1) administration building, one (1) operation center, one (1) transportation center, and one (1) warehouse.

By definition, the term “Campus” and/or “Department” used in the collective means the entire premises of each and every school and facility owned or operated by the District either now or in the future, including without limitation, all elementary, middle, and high schools, athletic facilities, offices, and maintenance facilities.

4. Request for Clarification, Interpretation and Questions

The District has created an e-mail address (purchasing@eanesisd.net) that is intended for interested Proposers to direct requests for clarification, interpretations, and/or questions of current solicitations offered by Eanes ISD. All requests must be submitted within seven (7) days prior to the closing of the RFP, and only fully completed requests for valid and current solicitations will receive a response; late or delinquent requests will not be entertained or answered. See the solicitation for the final date a request may be submitted.

Each question, clarification or interpretation request must include all pertinent information required to receive a response. Failure to provide all information may delay a response from the District. The District reserves the right to inform the requestor that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

Once a request is received, a notification of receipt by the District will be forwarded to the contact e-mail address.

Proposers are reminded that verbal responses or conversations are not binding. Only questions answered by formal written addenda will be binding and will be made part of the proposal documents. Contact with employees of the District, other than the Purchasing Coordinator, is prohibited during the RFP process unless directed by the Purchasing Coordinator. Proposers that fail to adhere to this requirement risk having their Proposals disqualified.

5. Requirement to Meet All Proposal Provisions

Each Proposer shall respond to all of the specifications and RFP terms and conditions. By virtue of the Proposal response, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP.

6. Submission of Proposal Responses

This RFP states the overall scope of services desired, procurement terms and conditions, as well as the scope of services to be provided. All Proposal responses should clearly detail how the proposed services can best satisfy the District's requirements.

The Submitted Proposal must follow the rules and format established within the RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposal responses.

A Proposal response shall represent a true and correct statement and shall contain no cause for claim of omission or error. As directed by the Solicitation, the Proposer shall provide any and all certifications, forms and documents as stated within the Solicitation.

6.1 Response Submission Location

Proposal Responses shall be sent to purchasing@eanesisd.net and by the RFP closing date and time: While electronic submissions are preferred, you may still mail your response to:

Eanes ISD/Purchasing Dept.
601 Camp Craft Road
Austin, Texas 78746

The subject line or envelope for your Proposal Response should be plainly marked:

**Proposal Response for
Solid Waste, Recycling & Composting Services
#201819-003**

The District is not responsible for responses submitted to a different location, incorrectly delivered by the USPS or common carrier. Late responses will not be considered under any circumstances. Faxed responses will not be accepted.

- 6.2 W-9 Taxpayer Identification Number.** Proposer shall submit with their Proposal Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract. A copy of the form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7. Standard Provisions

7.1 Supplemental Instructions or Changes made by Addendum

Any supplemental instructions or changes will be in the form of written addenda to this Solicitation. Verbal instructions or guidance shall not be considered binding. Any addenda will be made available to all prospective Proposers, prior to the due date for submittal of Proposals.

It shall be presumed by the District that any addenda issued have been viewed and received by the Proposer and such addenda shall become part of the Proposal submittal. Proposal and addenda are available at the following link: <https://www.eanesisd.net/dept/purchasing/bid>. Proposers who do not so notify EISD and submit Proposals without receipt of all addenda issued may be deemed to have submitted Proposals not responsive to this RFP.

7.2 Conflict of Interest: Disclosure of Certain Relationships with Local Government Officials

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Eanes ISD must file a Vendor Conflict of Interest Questionnaire with the EISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of the facts that require filing. This requirement also applies to a person who is an agent of a vendor in the vendor's business with the District.

7.3 Conflict of Interest: District Employee Relationships

As referenced in EISD Policy DBD (Local) Employment Requirements and Restrictions, all Proposers must disclose the name of any EISD employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the Proposal response or cancellation of a contract resulting from this Solicitation. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities are exempted from consideration.

7.4 Proposal Retention

The District reserves the right to retain all Proposal responses for a period of 90 days after the Proposal closing date for examination, evaluation, comparison, and potential negotiations.

7.5 Withdrawal of Bids

Any Proposer who is extended the privilege of withdrawing a Proposal response because of having proven mechanical error in their response may not be allowed to submit a response to a future EISD solicitation on similar products and/or services for a period of not more than two (2) years.

7.6 Confidentiality of Documents

All documents submitted as part of a Proposal response to this Solicitation will be deemed confidential during the evaluation process. Proposal responses will not be available for review by anyone other than EISD Purchasing personnel, the evaluation team, or its designated agents, if so applicable. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the contract. Following award of contract, all Proposal responses, with the exception of documents deemed confidential by the Texas Office of the Attorney General, become public documents and are available for public viewing upon written request to EISD.

7.7 District Waiver

The District reserves the right to waive any minor informality in any Proposal procedure; reject or cancel any or all Proposals; reissue a Proposal invitation; extend the Proposal opening time and date; consider and accept alternate Proposals, if specified in the Solicitation, when it is considered in the best interest of the District.

8. Evaluation, Negotiations, and Contract Award

THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The District shall accept the Proposal response it deems to be in the best interest of the District through the evaluation process. Proposal responses will be evaluated based on the requirements set forth in Section II, Special Terms and Conditions.

– End of Section I –

SECTION II SPECIAL TERMS & CONDITIONS

1. Deviations to any/all requests in this proposal are subject to approval by the Eanes ISD prior to any resultant proposal award.
2. The length of this contract shall be for a one year period with 3 annual renewals, contingent upon written agreement by both parties. For any contract that is greater than one year, the District may terminate that contract if the District's Board fails to appropriate sufficient funds for any budget year.
3. During the term of the contract, items that may not have been included on the initial proposal may be included by mutual written agreement of the successful contractor and the District. The District shall notify the successful contractor, in writing, of its intent to include new items under this contract. The successful contractor must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.
4. All prices shall include freight and be FOB, Eanes ISD.
5. Eanes ISD reserves the right to request copies of original invoices for any materials purchased by the successful contractor(s) and charged to Eanes ISD. Further, Eanes ISD reserves the right to purchase and supply materials for any work performed by the successful contractor(s) under this contract.
6. **PRICE ADJUSTMENTS:**
 - 6.1 If during the term of the time and materials or cost-plus contract, the contractor's labor costs are increased, the contractor may apply to the Purchasing Coordinator for a corresponding contract price adjustment. Such application must be accompanied by sufficient information in writing to justify approval.
 - 6.2 If during the term of the time and materials or cost-plus contract, the contractor's costs for labor are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to the Eanes Independent School District.

- 6.3 Only one (1) price review is allowed per calendar year during the term of the time and materials or cost-plus contract.
- 6.4 The percentage for markup quoted for a time and materials or cost-plus contract shall remain firm for the entire term of the contract, and any subsequent renewals. No adjustment will be allowed.
7. The District reserves the right not to consider a Proposal containing a service charge, minimum dollar requirement, or minimum quantity requirement.
8. The Proposer agrees that supplies or services furnished under any resultant purchase order issued by Eanes Independent School District shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.
9. All supplies/equipment supplied under this contract shall be new and without defect.
10. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are allowed.
11. The District will evaluate proposals and select a vendor based on all of the information required. While cost is an important factor, it should be understood that the District is not under any obligation to accept the lowest proposal. In determining the best proposal, the following selection criteria will be used:
- 11.1 The purchase price;
 - 11.2 The reputation of the Vendor and of the Vendor's goods or services;
 - 11.3 The quality of the Vendor's goods or services;
 - 11.4 The extent to which the goods or services meet the District's needs;
 - 11.5 The Vendor's past relationship with the District;
 - 11.6 The total long-term cost to the District to acquire the Vendor's goods or services; and
 - 11.7 Any other relevant factor specifically listed in the Request for Bids or Proposals.
12. Eanes ISD reserves the right to make secondary awards. The secondary contractors will be considered for projects when the primary contractor cannot meet the time requirements for a particular project set forth by Eanes ISD.
13. **Contractors Liability Insurance:** During the term of this contract, any vendor or contractor working on Eanes School District facilities or property must provide the required insurance. Any large equipment or vehicles brought onto Eanes School Property must also provide the required insurance.
- 13.1 Minimal coverage shall be \$1,000,000 for general liability, each occurrence.
 - 13.2 Minimal coverage shall be \$500,000 for automobile liability, each occurrence.
 - 13.3 Minimal coverage shall be \$100,000 for workers compensation, each occurrence.
 - 13.4 Policy must be in effect during the time of contracted work.
 - 13.5 Additional insured must be: Eanes ISD, its officers, employees and agents.
 - 13.6 Certificate Holder must name:
 - Eanes Independent School District
 - 601 Camp Craft
 - Austin, TX 78746

13.7 Copy of Certificate of Insurance shall accompany proposal.

13.8 Upon Award of Contract Certificate of Insurance shall be sent to lfarry@eanesisd.net , with an original hard copy mailed from the insurance company to:

Laura Santos-Farry

Eanes ISD

601 Camp Craft

Austin, TX 78746

14. If applicable to the Project, a Payment Bond in an amount equal to 100% of the contract sum will be required on single projects that exceed \$25,000. A Performance Bond in the amount equal to 100% of the contract sum will be required on single projects that exceed \$100,000. Please note that all bonding companies presented must be acceptable to the District.
15. The prevailing rates of wages must be paid in conformance with all applicable laws of the State of Texas.
16. The successful contractor must provide current copies of all necessary permits and licenses needed to provide the service stated herein in the City of Austin, Travis County and the State of Texas. Current copies of all permits and licenses must be provided within 5 working days of request.
17. The contractor shall secure, and pay for, if applicable to the project, the building permit(s) and all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work. Actual costs of specific job related permits and fees may be submitted to the Director of Maintenance and Operations for reimbursement.
18. The successful contractor may not assign this contract or may not subcontract to another party for performance of the terms and conditions hereof without prior written consent of the Purchasing Coordinator.
19. The District may terminate this contract for any reason by giving thirty (30) days written notice to the Proposer. Upon the effective date of termination, the District shall compensate the proposer only for the goods received and accepted by the District up to the effective date of termination. Upon the effective date of termination, the District has no other legal or monetary obligations or responsibilities to the Proposer.
20. Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing in the customary manner, due to natural disaster, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide Owner satisfactory evidence that non-performance is due to other than fault or negligence on his/her part.
21. If during the term of this contract, the successful contractor fails to perform for any cause other than those listed above, it may be due cause for forfeiture of the balances of the contract, and subsequent removal from the active bidder's list for a period to be determined by the Purchasing Coordinator. Repeated instances of unsatisfactory performance shall be cause for cancellation of the contract. Unsatisfactory performance shall be defined as no service, consistent late service or failure to comply with the minimum requirements of the solicitation.
22. The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified. All parts/materials and installations shall comply with provisions of the appropriate codes as required by the authority having jurisdiction.

23. The successful contractor or his/her personnel shall not proceed with any work on District sites without the prior approval of the Director of Maintenance and Operations or his designee.
24. The successful contractor shall perform all non-emergency work during regular working days and hours of the solid waste trade, and the regular working days and hours of the District (Monday through Friday, 7am to 4pm) unless otherwise approved by the Director of Maintenance and Operations or his designee.
25. The contractor shall have a constantly monitored twenty-four (24) hour a day phone number to contact for emergency service. If the contractor fails to respond to emergency calls within two (2) hours, the District reserves the right to contact another contractor to perform the work required.
26. The Director of Maintenance and Operations or his designee shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Director of Maintenance and Operations or his designee, performance becomes unsatisfactory, the District shall notify the contractor. The contractor shall have twenty-four (24) hours to remedy unsatisfactory performance.
27. Any damages to Eanes ISD property as the result of negligence caused by the contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the District.
28. Contractor's Responsibilities:
 - 28.1 Contractor and his/her personnel shall not enter District sites without prior approval of the Director of Maintenance and Operations or his designee.
 - 28.2 Contractor and his/her personnel must notify the front office of their presence in the building. Workers must sign in and out with the front office each time they visit the campus.
 - 28.3 Contractor and his/her personnel shall have appropriate identification at all times.
 - 28.4 The District shall provide the successful contractor with full and free access to the area to render service therein.
 - 28.5 The contractor and his/her personnel shall confine their activities to the work site and area(s) designated for their use.
 - 28.6 The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.
 - 28.7 Successful contractor shall not request keys to the District facilities without prior approval from the Director of Maintenance and Operations or his designee. Under no circumstances shall contractor or his personnel remove keys or electronic access cards from the premises or reproduce keys to any District facility.
29. Successful contractor shall provide a "not to exceed" cost for each project assigned, with actual costs billed at the time and material unit costs established as a result of this award.
30. The successful contractor warrants, guarantees and agrees to remedy all defects and to replace, at no additional costs to the owner, any and all labor, materials, equipment, transportation, part or parts of the equipment or materials to be furnished under this contract which are or become defective within a period of not less than one (1) year from the date of substantial completion of the work.

31. The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.
32. All machinery, equipment, and/or tools must comply with O.S.H.A., U.L., all Safety Regulations and other standards. This includes various safety accessories and it is the contractor's responsibility to meet the necessary requirements.
33. The successful contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful contractor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by itself or by its employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful contractor for any of the above reasons.
34. The parties expressly agree and understand that neither the contractor nor its employees are employees or agent of the District in any sense, but is a sole independent contractor.
35. Contractor must not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
36. Prior to commencing any work on this Project, Proposer will certify that for each employee of Proposer that will have direct contact with students, the Proposer has obtained, as required by Texas Education Code, Section 22.0834:
 - 36.1 National criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
 - 36.2 National criminal history record information from the Texas Department of Public Safety for each employee of Proposer hired on or after January 1, 2008.
 - 36.3 An employee of proposer who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.
 - 36.4 Any Contractor doing business with a school district shall obtain all criminal history record information that relates to a person who was hired on or after January 1, 2008, through the Criminal History Clearinghouse as provided by Section 411.0845, Government Code.
 - 36.5 Directions for using the Texas Department of Public Safety's Clearinghouse are attached as Exhibit A.
37. Contractor shall insure that no one in their employment shall be in the possession of explosives or firearms on District property.
38. All contract workers must be properly dressed while on Eanes ISD property. Clothing with inappropriate words or pictures are strictly prohibited.
39. Eanes ISD reserves the right to bid any project separately.
40. All invoices shall be sent to: accountspayable@eanesisd.net

41. Violation of any part of the Special Conditions listed may be cause for termination of the contract by the Eanes Independent School District.

END OF SECTION II

Section III Specifications and Pricing

1. All Containers shall be metal of the front-end loader type. Containers shall be of the 4, 6, or 8 cubic yard capacity as proposed and necessary to provide adequate removal of waste and recycled materials. Containers shall be owned by and the sole responsibility of the Contractor.
2. Containers shall be treated by Contractor as necessary to aid in the control of insects and to meet the sanitary requirements of Travis County or other Health Departments having jurisdiction.
 - a. All treatments shall comply with the Texas Structural Pest Control Act and be coordinated with the EISD Integration Pest Control Coordinator.
3. Containers shall be kept in good operating condition. All doors, lids or other moving parts shall be maintained in operating condition. Doors and lids shall be capable of being locked, if necessary. Drain plugs shall be maintained and replaced as often as needed. Damaged containers shall be changed out within seven (7) days of verbal notification by the District.
4. A fully staffed office shall be maintained with a communication system in all vehicles to assure prompt service in the event of an emergency.
5. Additional pick-ups in excess of the normal schedule shall be at the request of and verified by the Director of Maintenance & Operations or his designee. Additional pick-up charges will be according to the per lift basis on the proposal form, and included with the monthly invoice.
 - a. Scheduled pick-ups not performed will be deducted from the monthly billing. Any discrepancies will be settled through the Maintenance & Operations department.
6. Under no circumstances will waste be allowed to accumulate on the ground adjacent to containers. Regardless of cause, in the event of excess waste the service company, as normal routine procedures, will be detained while EISD custodians place the excess waste in the containers so that an additional lift may be made, if required.
 - a. It is the joint responsibility of the service company and the District to ensure that accumulations of waste are removed by repeated dumping, at least to the extent agreed to in the Contract.
7. Scheduled pick-ups at all school facilities shall be accomplished from 7a.m. to 10p.m. The City of Westlake has issued a noise ordinance between the hours of 10 p.m. and 7 a.m. It is recommended that pick-ups be avoided during these hours. The service company shall change times of scheduled pick-ups as requested by the Director of Maintenance & Operations, or his designee.
 - a. The Director of Maintenance & Operations or his designee shall be provided an anticipated pick-up time for all facilities prior to March 8, 2019.

- b. Because some pick-up points are enclosed and locked, a master key will be made available for check out by the Contractor. Said key becomes the Contractor's responsibility, returnable upon the termination of the contract.
 - c. If issued, the Contractor shall be fully responsible for the security of the key(s) and/or badge(s). If either is lost, the Contractor shall be liable for any cost associated with the replacement of the lost items and the security of the District's facilities.
- 8. Waste pick-ups are scheduled year-round. The average school year is from the third week of August to the third week of June of any given year. The Director of Maintenance & Operations or his designee may modify pick-up schedules during holidays and during the summer as needed.
- 9. The Contractor shall be responsible for all damage caused by their driver or vehicles, including vehicle weight while on any District property.
- 10. The contractor shall provide at no cost to the District or affiliated group disposable trash containers and recycling containers for use at functions on District property. These containers shall be a minimum size of 19" x 19" x 30" and shall include a lid. It is estimated that the quantity required yearly is 400 containers.
- 11. EISD reserves the right to request the addition or removal of containers at various locations throughout the District as needs change.
- 12. The following items shall be provided with the Contractor's proposal:
 - a. A list of Contractor's Company Owners and Officers by name and title.
 - b. Evidence that the Contractor has the financial capability, experience, staff, equipment, vehicles, and all related company support necessary to conduct the proposed service without any reasonable interruption of service during the term of the proposed agreement.
 - c. A copy of the Contractor's current certificate of Insurance.
 - d. A certificate or other document identifying Contractor's landfill location or evidence of authority and agreement to use landfills of others for the term of the proposed agreement.
 - e. Evidence of authority to conduct solid waste, recycling and composting waste disposal service in Travis County.
 - f. A sample contract agreement of equal size and responsibility.
 - g. A proposed solid waste program and a proposed recycling waste disposal program comparable to the existing inventory and schedule for the District, and alternative plans that can be accomplished by the contractor during the proposed term of an agreement.
 - h. Provide evidence the contractor can and will provide containers that are clean, environmentally and mechanically safe, and maintained in an attractive condition throughout the term of the proposed agreement. All containers must be replaced with clean containers on a quarterly basis at a minimum. Specify frequency of replacing containers with clean containers.

- i. Provide evidence that contractor can and will provide contractor owned transport vehicles that are maintained in a reasonably safe condition, and reasonably clean, and will be operated by a qualified driver in a safe and reasonable manner.
 - j. Provide a plan to include costs for extra solid waste and recycled waste pick-up including days of the week and hours of the day. Include the advance alert time required from the school district to request extra pick-ups.
 - k. Provide evidence that the contractor can place all agreed upon containers on or about February 1, 2014 in cooperation with the current vendor providing service.
 - l. Provide evidence that the contractor has visited each site and has identified all existing conditions to ensure that the proposal is accurate and achievable.
 - m. Provide proposal for hazardous waste if the contractor has all necessary licensing, equipment, landfill sources and qualified staff to conduct this type of service.
 - n. Provide specifications and a photo of each type of container to be used. The District will give preference to Low Boy containers to allow easier access by custodial staff.
13. During the summer months of June, July and the first half of August, a reduced schedule is required. Some of our campuses will require solid waste pick-ups three (3) times per week and other locations will only require solid waste pick-up one (1) time per week. The typical monthly rate charged will be prorated during these summer months. This will be coordinated with the Director of Maintenance and Operations upon award of contract.
14. Recycled items that shall be picked up include paper, plastic bottles, aluminum cans, and corrugated cardboard. Provide list of types of recyclable materials to be accepted beyond those specified. The District participates in the Omnibus Recycling Act and students, staff and parents participate in various recycling products to reduce solid waste disposal volume. Each Company is invited to offer a cost-effective plan for the school district to dispose of solid waste and recyclable waste to insure a dependable level of service throughout the term of the agreement.
15. Compost Items that shall be picked up include all food waste (meat, dairy and vegetable) and soiled paper products. All EISD schools participate in Composting in their cafeterias during the school year.

Service Schedule

School/Location Name	Address	Street	Qty	Size	Type	Pick Ups per WK	Day(s) of Serv
ADULT TRANSITION SERVICES	1020	WALSH TARLTON	1	4F	Trash	1	---H---
BARTON CREEK ELEMENTARY	1314	PATTERSON	1	8F	Trash	2	-T-H---
BARTON CREEK ELEMENTARY	1314	PATTERSON	1	8F	Recycle	2	M--H---
BARTON CREEK ELEMENTARY	1314	PATTERSON	1	6F	Compost	1	--W----
BRIDGE POINT ELEMENTARY	6401	CEDAR	2	8F	Trash	3	M-W-F--
BRIDGE POINT ELEMENTARY	6401	CEDAR	2	8F	Recycle	2	M--H---
BRIDGE POINT ELEMENTARY	6401	CEDAR	1	6F	Compost	1	--W----
CEDAR CREEK ELEMENTARY	3301	PINNACLE	1	8F	Trash	2	M--H---
CEDAR CREEK ELEMENTARY	3301	PINNACLE	1	8F	Recycle	2	-T--F--
CEDAR CREEK ELEMENTARY	3301	PINNACLE	1	6F	Compost	1	--W----
CENTRAL ADMINISTRATION	601	CAMP CRAFT	1	8F	Trash	1	-T-----
CENTRAL ADMINISTRATION	601	CAMP CRAFT	1	8F	Recycle	2	-T--F--
EANES ELEMENTARY	4101	BEE CAVES	2	8F	Trash	3	M-W-F--
EANES ELEMENTARY	4101	BEE CAVES	1	8F	Recycle	4	MTW-F--
EANES ELEMENTARY	4101	BEE CAVES	1	6F	Compost	1	--W----
FOREST TRAIL ELEMENTARY	1203	LOOP 360	1	8F	Trash	2	-T--F--
FOREST TRAIL ELEMENTARY	1203	LOOP 360	1	8F	Recycle	2	M--H---
FOREST TRAIL ELEMENTARY	1203	LOOP 360	1	6F	Compost	1	--W----
HILL COUNTRY MIDDLE SCHOOL	1300	WALSH TARLTON	2	8F	Trash	2	-T--F--
HILL COUNTRY MIDDLE SCHOOL	1300	WALSH TARLTON	1	8F	Recycle	2	-T--F--
HILL COUNTRY MIDDLE SCHOOL	1300	WALSH TARLTON	1	6F	Compost	1	--W----
NINTH GRADE CENTER-WESTLAKE HS	3800	WESTBANK	2	8F	Trash	5	MTWHF--
NINTH GRADE CENTER-WESTLAKE HS	3800	WESTBANK	2	8F	Recycle	4	MTW-F--
NINTH GRADE CENTER-WESTLAKE HS	3800	WESTBANK	1	6F	Compost	1	--W----
THE DISTRICT OPERATION CENTER	4300	WESTBANK	2	8F	Trash	1	--W----
THE DISTRICT OPERATION CENTER	4300	WESTBANK	1	8F	Recycle	1	--W----
TRANSPORTATION/MAINTENANCE	1110	WESTBANK	1	8F	Trash	1	---H---
TRANSPORTATION/MAINTENANCE	1110	WESTBANK	1	8F	Recycle	1	--W----
TSF-WESTLAKE HIGH SCHOOL	1337	WESTBANK	1	4F	Trash	3	M-W-F--
VALLEY VIEW ELEMENTARY	1201	LOOP 360	1	8F	Trash	2	-T--F--
VALLEY VIEW ELEMENTARY	1201	LOOP 360	1	8F	Recycle	2	M--H---
VALLEY VIEW ELEMENTARY	1201	LOOP 360	1	6F	Compost	1	--W----
WEST RIDGE MIDDLE SCHOOL	9201	SCENIC BLUFF	1	8F	Trash	5	MTWHF--
WEST RIDGE MIDDLE SCHOOL	9201	SCENIC BLUFF	1	8F	Recycle	2	M--H---
WEST RIDGE MIDDLE SCHOOL	9201	SCENIC BLUFF	1	6F	Compost	1	--W----
WESTLAKE HIGH SCHOOL	4100	WESTBANK	3	8F	Trash	5	MTWHF--
WESTLAKE HIGH SCHOOL	4100	WESTBANK	1	8F	Recycle	4	MTW-F--
WESTLAKE HIGH SCHOOL	4100	WESTBANK	1	6F	Compost	1	--W----
WESTLAKE HIGH SCHOOL STADIUM	4100	WESTBANK	1	8F	Trash	3	M-W-F--

Service Schedule

lockbar	any	
casters	2,3,4	
Trash/Recy extra	4	each
Trash/Recy extra	6	each
Trash/Recy extra	8	each
Roll-off trash haul	20	each
Roll-off trash haul	30	each
Roll-off trash haul	40	each
Roll-off recycle haul	20/30/40	each
Roll-off delivery (temp)	20/30/40	each
RO rental (temp only)	20/30/40	per mo
Compostable bags	200-48g	per case

Proposer's Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying Proposal form(s).

Signature of Authorized Representative

Printed Name

Title

Date

Authorized Representative Direct Phone Line: _____

Authorized Representative Email: _____

**Attach details of your proposal at the end of this document and email PDF to:
purchasing@eanesisd.net**

END OF SECTION III



Request For Proposal (RFP)

SECTION IV

Proposer's Questionnaire & Forms

Vendor Information:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Country: _____

Web Address: _____

Contact Name: _____

Contact Email Address: _____

Submit Purchase Orders via Email: _____

Phone Number(s): _____

Please attach an updated W-9 to this document and send PDF to purchasing@eanesisd.net

Vendor References:

The Proposer is to submit three (3) references that have contracted with their company to provide like products and/or services. It is recommended that the Vendor show school districts or other local government organizations equal to EISD in size and structure, if possible. Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

1. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

2. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

3. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Eanes Independent School District
601 Camp Craft Road, Austin Texas 78746

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”. This disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Choose A, B or C

Vendor's Name: _____

Authorized Company Officer's Name: (please print) _____

Title: _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Officer: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Officer: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (list names and titles): _____

Details of Conviction: _____

Signature of Company Officer: _____

ALL VISITORS TO ANY EANES ISD BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR'S PASS. **NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR'S PASS.**

Signature of Company Officer: _____

Date: _____

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

1. Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034 of the Texas Education Code, and
2. Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (____.36)

Vendor Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Country: _____

E-mail Address: _____

Authorized Company Official Signature: _____

Please Print Company Official's Name: _____

Title of Official: _____

Date: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or supply services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term

"boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. See Texas Government Code § 2270, 808 and 2252.151-2252.154.

Proposer Certification (Terrorist Organizations & Boycotting of Israel):

_____ **YES, I agree to the above. (Initial: _____)**

_____ **NO, I do NOT agree to the above. (Initial: _____)**

Vendor Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Country: _____

Telephone: _____ E-mail Address: _____

Authorized Company Official Signature: _____

Please Print Company Official's Name: _____

Title of Official: _____

Date: _____

CENTRAL TEXAS PURCHASING ALLIANCE ADOPTION CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- C. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- D. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- E. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

_____ YES
_____ NO

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

This law makes it necessary for Eanes ISD to determine the residency of its bidders. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that

(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

DATA PROTECTION ADDENDUM TO VENDOR APPLICATION

This DATA PROTECTION ADDENDUM (“DPA”) is entered into by and between _____ (“Vendor”) and **Eanes Independent School District** (“District”) (collectively, the “Parties” and each individually, a “Party”), to address Vendor’s access to, and use, maintenance, and disclosure of, District Data (as defined below). This DPA is hereby made part of the [**Vendor Application**] between the Parties dated [] (the “Agreement”), as of the effective date set forth in the Agreement (the “Effective Date”), as a condition to Vendor’s access to District Data in connection with the Agreement. In the event of any conflicts or inconsistencies between or among this DPA, the Agreement, and/or applicable law, the Parties agree that the requirement that affords the most protection to District Data will supersede and prevail.

1. Definitions

- A. “Contracted Third Party” means a subcontractor or other third party with whom the Vendor has contracted to provide Services for or on behalf of the Vendor for a School Purpose under the Agreement.
- B. “District Data” means all information, including, but not limited to, business, administrative, financial, student, and personnel information, and work product or other intellectual property that is: (1) created by the District, its employees, contractors, agents, affiliates, students, parents, and users, or provided or otherwise made available to Vendor, its employees, agents, or subcontractors by the District, its employees, contractors, agents, affiliates, students, parents, and users through the Services or otherwise in connection with the Agreement, or (2) gathered by Vendor, its employees, agents, or subcontractors through the Services or other means (e.g., Vendor technology) in connection with the Agreement. District Data includes, but is not limited to:
 - 1. Personal identifiers such as name, address, phone number, date of birth, Social Security number, identification number, persistent unique identifiers, and the like;
 - 2. Any personal information protected by law, including, but not limited to:
 - a. “personally identifiable information” and student “education records” as those terms are defined under the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”);
 - b. “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”);
 - c. “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”);
 - d. “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”);
 - e. “covered information” as defined under Chapter 32, Subchapter D, Texas Education Code;
 - f. “personal identifying information” and “sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code);
 - g. nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809 (“GLB”);

- h. credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards (“PCI-DSS”);
 - 3. Other financial account numbers, access codes, driver’s license numbers;
 - 4. State or federal identification numbers such as passport, visa or state identity card numbers;
 - 5. Information that identifies an individual and relates to the physical or mental health or condition of the individual, the provision of health care to the individual, or payment for the provision of health care to the individual; and
 - 6. The types or categories of information expressly listed in Exhibit A attached hereto, if any.
- C. “Mining District Data” means to search through, access, manipulate, or extract District Data for a purpose other than providing Services to the District for a School Purpose under the Agreement.
- D. “School Purpose” means a purpose that is directed by or customarily takes place at the direction of a school district, school campus, or teacher or assists in the administration of school activities, including instruction in the classroom or at home, administrative activities, and collaboration between students, school personnel, or parents, or is otherwise for the use and benefit of the school.
- E. “Securely Destroy” means taking commercially reasonable actions that render data written on physical or electronic media unrecoverable, including, but not limited to, actions that meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security (provided that, in accordance with NIST 800-88r1 guidance, Vendor shall comply with the level “purge” with a Cryptographic Erase (*i.e.*, not a simple delete/erase that leaves the previous contents available until overwritten through normal use) while the media is still in operation and under the actual or constructive possession and control of Vendor and “destroy” only when the media has reached end of life (EOL) and/or will no longer be under the actual or constructive possession and control of Vendor), or the DoD 5220.22-M (3 pass) data sanitization method, as applicable.
- F. “Security Incident” means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use, or circumstances that are reasonably expected to have exposed District Data to unauthorized disclosure, access, alteration, or use.
- G. “Services” means the products and/or services provided to the District in connection with the Agreement.
- H. “Targeted Advertising” means presenting an advertisement to a student in which the advertisement is selected for the student based on information obtained or inferred over time from the student's online behavior, usage of applications, or covered information. The term does not include advertising to a student at an online location based on the student's visit to that location at that time, or in response to the student's request for information or feedback, without the retention of the student's online activities or requests over time for the purpose of targeting subsequent advertisements.

Technical terms not defined herein that have a well-known technical or trade meaning, shall be held to have such recognized meaning.

2. Rights In and To District Data

Vendor agrees that, as between the District and Vendor, District Data is and shall remain the sole and exclusive property of the District. The District hereby authorizes the Vendor to access, maintain, use, and disclose District Data, subject to the terms and conditions of the Agreement, this DPA, and applicable law, solely as reasonably necessary to provide Services to the District for a School Purpose under the Agreement. Vendor has no rights, implied or otherwise, to District Data, except as expressly stated in this DPA.

3. Vendor's Use and Disclosure of District Data

- a. Vendor shall access, maintain, use, and disclose District Data, subject to the terms and conditions of the Agreement, this DPA, and applicable law, solely as reasonably necessary to provide Services to the District for a School Purpose under the Agreement.
- b. Vendor is prohibited from Mining District Data unless such activity is permitted by law and expressly authorized by the District in advance in writing.
- c. Except as expressly permitted under this DPA, Vendor will not disclose or allow the disclosure of District Data, including any goods, products, materials, documents, reports, writings, video images, photographs, papers, or software or computer images of any nature prepared by Vendor, its employees, agents, or subcontractors that incorporate District Data, to any other person or entity.
- d. To the extent permitted by law, and solely as reasonably necessary to provide Services to the District for a School Purpose under the Agreement, Vendor may provide access to, export, transfer, or otherwise disclose District Data to Vendor's employees and Contracted Third Parties; provided, however, that: (1) prior to any such disclosure, the employee or Contracted Third Party receiving District Data has agreed in writing to comply with data protection obligations substantially similar to, and in no event less restrictive than, those applicable to Vendor under the Agreement, this DPA, and applicable law; (2) if the party receiving District Data is a Contracted Third Party, Vendor's contract with any such Contracted Third Party: (i) prohibits the Contracted Third Party from using District Data for any purpose other than providing Services to the District for a School Purpose under the Agreement, and (ii) requires the Contracted Third Party to implement and maintain reasonable procedures and practices designed to prevent disclosure of District Data; and (3) the employee or Contracted Third Party shall not further disclose District Data.
- e. Vendor shall, prior to disclosing District Data, ensure that any Vendor employees, agents, and subcontractors who will have access to District Data have, prior to any such access, undergone appropriate, commercially reasonable background screening and other screening as required by law, and that any such employees, agents, and subcontractors possess all necessary qualifications and have read, understood, and received appropriate instruction as to how to comply with the requirements of the Agreement, this DPA, and applicable law.
- f. If, in connection with the Agreement, the Vendor must create, obtain, transmit, use, maintain, process, or dispose of personal information that is protected by law or financial or business data that has been identified to the Vendor as having the potential to affect the accuracy of the District's financial statements, Vendor shall perform the following

background checks on all employees, subcontractors, and agents are reasonably expected to have access to such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

- g. Vendor will not otherwise access, maintain, or use District Data or share District Data with or disclose it to any third party without the prior written consent of the District, except as required by law in accordance with Section 9 of this DPA.

4. FERPA Acknowledgements

- a. Vendor acknowledges that, for purposes of the Agreement, it will be designated a “school official” with “legitimate educational interests” in “personally identifiable information” and student “education records”, as those terms have been defined under FERPA and its implementing regulations, and Vendor agrees to abide by the FERPA limitations and requirements imposed upon school officials.
- b. The District and Vendor expressly agree that: (1) the services/functions to be provided by Vendor are services/functions for which the District would otherwise use its own employees; (2) Vendor has been determined to meet the criteria set forth in the District's annual notification of FERPA rights for being a school official with legitimate educational interests in the “personally identifiable information” and student “education records” disclosed to Vendor for purposes of the Agreement; (3) Vendor is under the District's direct control with respect to its access to, and maintenance, use, and disclosure of, “personally identifiable information” and student “education records”; and (4) unless Vendor has specific written authorization from the District to do so and it is otherwise permitted by FERPA, Vendor will access, maintain, use, and disclose “personally identifiable information” and student “education records” only for the purpose for which the disclosure was made and will not re-disclose “personally identifiable information” and student “education records” to other parties.
- c. To the extent that students or parents/guardians may be required to accept or are otherwise made subject to any separate terms of use, privacy policies, or other agreement(s) (e.g., click-through terms and conditions or other agreements) in connection with the Services or the Agreement, Vendor shall ensure that no such agreement (including any Contracted Third Party's agreement) requires the student or parent/guardian to waive any rights or other protections to which he/she may be entitled under FERPA. Any provision in such agreement(s) to the contrary shall be null, void, and without effect and this DPA shall apply.

5. Data Security and Confidentiality

- a. District Data, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. Vendor will store and process District Data in accordance with commercial best practices, including, but not limited to, implementing and maintaining appropriate administrative, physical, and technical safeguards and other security procedures and practices designed to preserve the confidentiality, integrity and availability of District Data and protect such data from unauthorized access, deletion,

disclosure, modification, interception, diversion, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than commercially reasonable in view of the type and nature of the data involved. These requirements will be extended by contract to all subcontractors and agents used by Vendor.

- b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing the Services under the Agreement and accessing, maintaining, using, and disclosing District Data in connection therewith.
- c. Without limiting the foregoing, Vendor agrees that Vendor, its subcontractors and agents (including any data center), as applicable, shall meet or exceed the following standards and requirements in maintaining the security and confidentiality of District Data in connection with the Agreement:
 - i. PCI-DSS v3.2 requirements;
 - ii. TIA 942 Class 4 Data Center Standards or a substantially similar standard;
 - iii. All electronic District Data will be encrypted in transmission using Transmission Layer Security (TLS) v1.2 or greater (including via web interface or equivalent); and
 - iv. All electronic District Data stored on a mobile device, laptop, desktop or any other device that does not meet the requirements of (i) or (ii) above will be encrypted at no less than AES 128-bit level encryption.
- d. Vendor shall, upon request, provide the District with a reasonably detailed written summary of the procedures Vendor, its subcontractors and agents use to maintain and transmit District Data.
- e. District Data shall not be stored outside the United States without the District's prior written consent.
- f. Vendor will take commercially reasonable measures, including, but not limited to, audit trails, to protect District Data from deterioration or degradation of data quality and authenticity.
- g. Vendor will regularly back up District Data in a commercially reasonable manner and retain any such backups for a minimum of 12 months.

6. Security Incidents

- a. Response. Upon becoming aware of a Security Incident, Vendor will immediately, and within the time reasonably necessary for the Parties to comply with applicable legal requirements, (1) notify the District's Superintendent of Schools to begin remediation of compromised data, (2) fully investigate the incident, and (3) cooperate as reasonably requested with the District's investigation of and response to the incident. Except as otherwise required by law, and without affecting Vendor's obligations under Section 6(b), below, the District will, in its sole discretion, provide or, alternatively, direct Vendor to provide any breach notification required by laws applicable to District Data in connection with the Security Incident, and Vendor will not provide notice of the incident directly to individuals whose personal information was involved, regulatory agencies, or other entities, without prior written permission from the District.

- b. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES OF THE DISTRICT UNDER CONTRACT, LAW, OR EQUITY, TO THE EXTENT THAT ANY SECURITY INCIDENT ARISES OR RESULTS FROM VENDOR'S, ITS EMPLOYEE'S, SUBCONTRACTOR'S, OR AGENT'S FAILURE TO COMPLY WITH ANY REQUIREMENT OF THE AGREEMENT, THIS DPA, OR APPLICABLE LAW, THE VENDOR HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD THE DISTRICT, ITS TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, AND VOLUNTEERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, JUDGMENTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO: (1) ALL COSTS INCURRED BY THE DISTRICT IN CONNECTION WITH THE INVESTIGATION AND REMEDIATION OF THE SECURITY INCIDENT; (2) THE COST OF PROVIDING NOTIFICATION TO INDIVIDUALS OR ENTITIES WHOSE INFORMATION WAS COMPROMISED AND TO REGULATORY AGENCIES OR OTHER ENTITIES AS REQUIRED BY LAW OR CONTRACT; (3) PROVIDING ONE YEAR OF CREDIT MONITORING TO AFFECTED INDIVIDUALS IF PERSONAL INFORMATION EXPOSED DURING THE INCIDENT COULD BE USED TO COMMIT IDENTITY THEFT; (4) ALL CRISIS MANAGEMENT, REGULATORY RESPONSE, AND OTHER PRIVACY LIABILITY COSTS; AND (5) THE PAYMENT OF LEGAL FEES, AUDIT COSTS, FINES, CIVIL PENALTIES, AND OTHER FEES IMPOSED AGAINST THE DISTRICT IN CONNECTION WITH THE SECURITY INCIDENT.

7. Response to Legal Orders, Demands or Requests for Data

- a. Except as expressly prohibited by law, Vendor will:
 - i. Immediately, and before disclosing any District Data, notify the District, in writing, of any subpoenas, warrants, or other orders, demands or requests received by Vendor, its employees, subcontractors or agents seeking District Data;
 - ii. Reasonably consult with the District regarding Vendor's response, which may include, but is not limited to, directing the requestor to seek the information directly from the District, as appropriate;
 - iii. Cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the order, demand, or request; and
 - iv. Upon the District's request, provide the District with a copy of its response.
- b. If the District receives a subpoena, warrant, or other order, demand, or request (including, but not limited to, a request for information pursuant to the Texas Public Information Act, FERPA, or similar law) seeking District Data in the Vendor's, its employees', subcontractors', or agents' actual or constructive possession, custody, or control, the District will provide information regarding the request to Vendor and provide a deadline by which the Vendor must supply the District with records or information required for the District to timely respond to the request. Vendor will ensure that all requested records and information are supplied to the District by the deadline provided by the District and will reasonably cooperate with the District's other requests in connection with the District's response.

8. Data Transfer/Destruction

- a. Upon termination of the Agreement, or as otherwise requested by the District in writing, Vendor shall ensure that all District Data in Vendor's, its employees', subcontractors', and agents' actual or constructive possession, custody, or control is transferred to the District (or a third party designated by the District) as reasonably directed by the District.
- b. Transfer of District Data to the District (or a third party designated by the District) shall occur within a reasonable period of time following termination of the Agreement or the District's written request. Vendor will use commercially reasonable efforts to ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its designated transferee, and to the extent reasonably technologically feasible, that the District will have access to District Data during the transition.
- c. If the District requests destruction of any District Data at any time, not later than sixty (60) days after the date of the District's request, Vendor shall Securely Destroy all such District Data in its actual or constructive possession, custody, or control and ensure that all District Data in the actual or constructive possession, custody, or control of Vendor's employees, subcontractors, and agents is Securely Destroyed. Notwithstanding the foregoing, unless otherwise directed by the District, District Data shall be Securely Destroyed when it is no longer needed for the designated purpose for which such data was disclosed to the Vendor. The Vendor agrees to provide documentation of data destruction to the District upon the District's reasonable request.

9. Change in Circumstances; Assignment

- a. Vendor will promptly notify the District in writing of any change in Vendor's or its employees', subcontractors', or agents' business or other circumstances that Vendor reasonably anticipates may affect District Data, including, but not limited to, any impending transfer or cessation of business or unlawful conduct. Vendor will reasonably cooperate with the District to minimize the effect of any such change in circumstances on the District, which may include, but is not limited to: (1) providing a full inventory of all District Data in the Vendor's, employee's, subcontractor's, or agent's actual or constructive possession, custody, or control and the location of same; (2) providing the District access to any Vendor facility, or reasonably assisting the District in obtaining access to other facilities and systems, as necessary to remove and Securely Destroy District Data or otherwise enforce the District's rights in and to District Data; and (3) upon the District's request, promptly transferring or Securely Destroying District Data, in whole or in part, as directed by the District.
- b. No assignment of this DPA or of any duty or obligation or performance hereunder, shall be made in whole or in part by either Party without the prior written consent of the other Party. In the event that a change in the Vendor's business circumstances, including, but not limited to, a merger, sale of company assets or shares, reorganization, financing, change of control, bankruptcy, or other corporate event, requires the assignment or other transfer of Vendor's rights, obligations, and/or liabilities with respect to District Data to a successor or other third party, prior to any such assignment or other transfer, Vendor must provide the District with written notice and an opportunity to object to such assignment or other transfer. The Parties will reasonably, and in good faith, collaborate to resolve the District's objection(s), if any; provided that:

- i. If the Parties are unable to resolve such objection to the District's satisfaction, notwithstanding any contrary provision of the Agreement, the District may terminate the Agreement, including this DPA, without penalty, liability, or further obligation to Vendor, and Vendor shall take commercially reasonable action to ensure a smooth transition of Services and transfer of District Data to the District or a third party designated by the District; and
- ii. If the District consents to such assignment or other transfer, any permitted successor or assign of the Vendor shall agree in writing to assume all of the Vendor's rights, interests, duties, obligations, and liabilities under this DPA prior to receiving access to District Data, and Vendor shall take all necessary actions to ensure a smooth transition of Services and/or transfer of District Data to such successor or assign.

10. Audits

- a. The District reserves the right, in its sole discretion, to perform audits of Vendor, at the District's expense, to ensure compliance with the terms of this DPA. The Vendor shall reasonably cooperate, and shall ensure that any Vendor employees, subcontractors, and agents reasonably cooperate, in the performance of such audits. Such audits shall only occur upon reasonable prior written notice to Vendor and in such a manner as to not unreasonably interfere with Vendor's operations.
- b. Vendor, or the data center(s) where Vendor maintains its systems and/or District Data, will, at Vendor's or such data center's expense, conduct or have conducted at least annually, a/an:
 - i. American Institute of CPAs Service Organization Controls (SOC) 2 Type II audit, or other commercially reasonable security audit, which attests the Vendor's or data center's security policies, procedures, and controls;
 - ii. Commercially reasonable vulnerability scan of the Vendor's or data center's electronic systems and facilities that are used in any way to provide Services or process or maintain District Data in connection with the Agreement; and
 - iii. Commercially reasonable formal penetration test of the Vendor's or data center's electronic systems and facilities that are used in any way to provide Services or process or maintain District Data in connection with the Agreement.
- b. Additionally, the Vendor shall provide the District, upon request, commercially reasonable summary results of the above audits and promptly modify its security measures as reasonably necessary based on those results in order to meet its obligations under the Agreement, this DPA, and applicable law.

11. Compliance

- a. Vendor warrants that the Vendor, its employees, and the Services shall be fully compliant, and will not adversely affect the District's compliance, with the relevant requirements of all state and federal laws, regulations, and guidance governing access to and use, maintenance, and disclosure of District Data. Vendor will use commercially reasonable efforts to ensure that Vendor's subcontractors and agents are fully compliant, and will not adversely affect the District's compliance, with the relevant requirements of all state and

federal laws, regulations, and guidance governing access to and use, maintenance, and disclosure of District Data.

- b. Vendor warrants that any employees, subcontractors, and agents (including Contracted Third Parties) used by Vendor to provide the Services or otherwise fulfill Vendor's obligations under the Agreement will be subject to and will comply with the Agreement, this DPA, and applicable law in the same manner that Vendor itself is subject to the terms of the Agreement, this DPA, and applicable law.
- c. Except where a more stringent requirement is specified in the Agreement or this DPA, Vendor agrees to use commercially reasonable efforts to assist the District as necessary to maintain the security and confidentiality of District Data in accordance with the Agreement, this DPA, and applicable law.
- d. Upon the effective date of any amendment or issuance of laws, regulations, and guidance governing access to and use, maintenance, and disclosure of District Data, this DPA shall automatically be amended to conform with such requirements. Any ambiguity in this DPA shall be resolved in favor of a meaning that permits the District and Vendor, its employees, subcontractors, and agents to comply with any such laws, regulations, and guidance.

12. Term and Termination

- a. This DPA will become effective upon the Effective Date. Notwithstanding the termination of the Agreement, this DPA will continue in full force and effect until all District Data in the Vendor's, its employees', subcontractors', and agents' actual or constructive possession, custody, or control has been returned to the District or Securely Destroyed in accordance with Section 8.
- b. Notwithstanding any contrary provision of the Agreement, the District may immediately terminate the Agreement, including this DPA, for cause, without penalty, liability, or further obligation to Vendor, if the Vendor, its employee, subcontractor, or agent has breached a material term of this DPA and fails to cure such breach within ten (10) days after Vendor's receipt of written notice of such breach from the District; provided that, in the event that the breach is incapable of cure, the Agreement and/or this DPA shall terminate on the date specified in the District's notice.

13. Marketing/Advertisement

Vendor shall not use District Data for advertising or marketing purposes or to engage in any activity prohibited under Chapter 32, Texas Education Code, such as: (1) Targeted Advertising if the target of the advertising is based on any information acquired by Vendor for a School Purpose in connection with the Agreement, (2) marketing educational products directly to a student's parent if the marketing is the result of the use of information obtained by Vendor for a School Purpose in connection with the Agreement, (3) using information created or gathered by Vendor in connection with the Agreement to create a profile about a student for a purpose other than a School Purpose, or 4) selling or renting District Data. Any other use of District Data for advertising or marketing purposes shall be strictly prohibited unless Vendor has obtained the District's prior written consent.

14. Remedies

The Parties agree that, in addition to any legal or equitable rights and remedies of the District under the Agreement, this DPA, or applicable law, Vendor's, its employee's, subcontractor's,

or agent's access to, or use, maintenance, or disclosure of (or threat to access, use, maintain, or disclose) any District Data in violation of the Agreement, this DPA, or applicable law shall be deemed to cause irreparable harm, for which monetary damages would not provide adequate compensation, that justifies injunctive relief against such breach or threatened breach without proving actual damage or posting a bond or other security. The Vendor further agrees to forfeit any fee(s) or other compensation payable by the District under the Agreement in the event the District terminates the Agreement for the Vendor's, its employee's, subcontractor's, or agent's material breach of any term of this DPA.

15. Amendment

The Parties may not alter or amend this DPA, except by written agreement properly executed by both Parties.

16. Entire Agreement

This DPA and the provisions of the Agreement, if any, directly concerning the security and confidentiality of District Data provided or otherwise made available to or gathered by the Vendor in connection with the Agreement constitute the entire agreement between the Parties regarding such subject matter and supersede any and all prior and contemporaneous representations, discussions, negotiations, and agreements—oral or written—by and between the Parties. The District expressly rejects any other agreements, terms, conditions, or policies, including, any terms of use, licensing agreements, privacy policies, or other agreements or understandings, that may be pre-published on any Vendor order acknowledgments, invoices, or forms, or otherwise proffered by Vendor or any third party in connection with the Agreement, whether electronic, click-through, verbal, or in writing, regardless of any agreement thereto by District employees or agents, and any such agreements shall be null, void, and without effect unless properly executed by the District and incorporated into this DPA in a valid amendment hereto.

17. Severability

If any provision of this DPA is determined to be illegal or unenforceable, then that provision shall be modified to the minimum extent necessary to render such provision legal and enforceable, and all remaining provisions shall remain in full force and effect.

18. Choice of Law/Venue

This DPA is made and is performable in Texas and shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Texas, without regard to choice of law principles. Any dispute arising from, related to, or in connection with this DPA shall be brought in a court of competent jurisdiction in Travis County, Texas, and the Parties hereby submit to and consent to the exclusive jurisdiction of said courts.

19. Headings

The headings in this DPA are for reference only and shall not affect the interpretation of this DPA.

20. Immunities

Nothing in this DPA shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District, its trustees, officers, or employees may be entitled, nor to create an impermissible deficiency debt of the District.

21. Health Insurance Portability and Accountability Act

If the District determines that the Vendor, its employees, subcontractors, or agents will access, maintain, use, or disclose “protected health information” subject to the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5) ("HITECH"), and/or the Texas Medical Records Privacy Act, Tex. Health & Safety Code Ann. § 181.001 *et seq.* ("TMRPA"), in addition to and as part of the terms and conditions of the Agreement and this DPA, the Parties agree to enter into a Business Associate Agreement, in form and substance reasonably agreeable to both Parties, providing for the privacy and security of such protected health information as required by HIPAA, HITECH, and the TMRPA, as such laws may be amended from time to time by the authorities having jurisdiction thereof.

IN WITNESS WHEREOF, the Parties have executed this DPA as of the Effective Date.

VENDOR: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EANES INDEPENDENT SCHOOL DISTRICT

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A to DATA PROTECTION DPA

Other types or categories of District Data:

List Inserted: Yes No

**You MUST check off at least one box and/or add description under
"Other types or categories of District Data" before signing.**

VENDOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

[INSERT LIST, DATA FIELD, ETC. OR "None"]

EANES ISD INSURANCE REQUIREMENTS

Any vendor or contractor working on Eanes School District facilities or property must provide the required insurance. Any large equipment or vehicles brought onto Eanes School Property must also provide the required insurance.

- Minimal coverage should be \$1,000,000 for general liability, each occurrence.
- Minimal coverage should be \$500,000 for automobile liability, each occurrence.
- Minimal coverage should be \$100,000 for workers compensation, each occurrence.
- Policy must be currently in effect during the time of contracted work.
- Additional Insurer must be:

Eanes ISD, its officers, employees and agents.

- Certificate Holder must name:

Eanes Independent School District
601 Camp Craft
Austin, TX 78746

- Certificate of Insurance on an ACCORD form shall be faxed to 512-732-9056 or emailed to lfarry@eanesisd.net, **and a hard copy original must follow by mail from the insurance company to:**

Laura Santos-Farry
Director of Safety and Risk Management
Eanes ISD
601 Camp Craft
Austin, TX 78746

If the district does not receive your insurance certificate within two weeks of your application being approved, your application will no longer be valid.

Signature: _____ Date: _____

Implementation of House Bill 1295

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The link above will take you to the required new Form 1295 Certificate of Interested Parties Electronic Filing Application available on the Texas Ethics Commission (TEC) website.

This contract required Eanes ISD Board approval due to the dollar amount. Please forward certificate number with signed contract. Please know that Eanes ISD officer will not sign contract until certificate has been downloaded by District.

Signature: _____ Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY