



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

Request for Qualifications
#201819-005
Facilities Professional Services (A/E Pool)

The Eanes Independent School District ("District") wishes to establish a pool of professional service providers to support requirements as necessary for District wide renovations, additions, alterations and construction projects for a period of 5 years beginning on or about May 23, 2019 through May 23, 2024.

The pool of service providers will include the following categories:

- Acoustical Consultant
- ADA Accessibility Consultant
- Archeology Survey
- Architect
- Audio Visual Consultant
- Civil Engineer
- Design Consultant
- Environmental Assessment Consultant
- Facility Operations Consultant
- Fine Arts Facility Consultant
- Geotechnical Consultant
- Kitchen Consultant
- Land Surveying
- Landscape Architect
- MEP Engineer
- Roofing Consultant
- Safety & Security Consultant
- Structural Engineer
- Sustainability Consultant
- Technology Consultants

Eanes ISD invites qualified firms who are interested in being included in the District's professional services pool to submit one (1) original and one (1) pdf file sent via email of Letter of Interest, the enclosed Statement of Qualifications for the professional services provided by your organization, and all the forms included in the RFQ. An electronic version of this document can be found at:

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

Completed original documents must be mailed to:

Eanes Independent School District
Purchasing Coordinator - RFQ #201819-005
601 Camp Craft Road
Austin, TX 78746

and emailed to: purchasing@eanesisd.net with “**RFQ #201819-005**” in the Subject line.

Awards will be made to firms that receive an acceptable evaluation rating by the District's Evaluation Committee. **Qualifications will be accepted until Noon on Monday May 13, 2019.** Vendors are encouraged to submit Statement of Qualification Questionnaires as soon as possible, as questionnaires will be opened upon receipt.

It is the policy of the District that the selection of firms to provide professional services in connection with the District's construction and maintenance projects be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price. Eanes ISD reserves the right at any time to reject any or all Letters of Interest and Statements of Qualifications.

The District will evaluate each Statement of Qualifications submitted to determine responsiveness to the District's needs. The District will establish a pool of professional service firms that have met the District's qualifications, based on the following criteria:

- **Firm's Experience:** The verifiable experience for excellence and an outstanding record of successfully completed projects for Eanes ISD as well as other school districts comparable in size and structure.
- **Personnel Experience:** The level of experience, education, certification and licensing profiles of the principal(s) and key personnel of the firm.
- **Registration and Licensing Requirements:** Confirmation of the firm's personnel's registration and licensing in accordance with the State of Texas regulations regarding engineering, architecture, land surveying, and related practices.
- **Insurance Requirements:** Ability of the firm to provide professional liability insurance of the coverage type and amounts required for the particular professional service.

Once it has been determined a District project is in need of a specific professional service, the District shall first select the most highly qualified provider from the pool based on demonstrated competence and qualifications and then attempt to negotiate a contract with that provider at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider, the District shall formally end negotiations with that provider, select the next most highly qualified provider from the pool and attempt to negotiate a contract with that provider at a fair and reasonable price. The District shall continue this process until a contract is formed.

The Board of Trustees reserves the right to reject any and/or all offers, to award contracts for individual services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. No offers may be withdrawn for a period of sixty (60) days subsequent to the deadline for receipt of offers without prior written consent of the Board of Trustees, Eanes Independent School District.

Please contact the Purchasing Coordinator at 512-732-9036 or spouget@eanesisd.net if you have any questions.

Thank you,

A handwritten signature in cursive script that reads "Sylvie Pouget".

Sylvie Pouget
Purchasing Coordinator, Eanes ISD



Request for Qualification (RFQ) 201819-005 List of Professional Services

List the professional service category(ies) this Statement of Qualifications (SQQ) is being submitted for (check or "x" the appropriate box(es) below):

- Acoustical Consultant
- ADA Accessibility Consultant
- Architect
- Audio Visual Consultant
- Archeology Survey
- Civil Engineer
- Design Consultant
 - a) Space Planning
 - b) Specific Use Facility Consultant
- Environmental Assessment Consultant
 - a) Phase 1 Assessment
 - b) Phase 2 Assessment
 - c) Archeological
 - d) Waters of the US Assessment
 - e) Endangered species and habitat assessment
- Facility Operations Consultant
- Geotechnical Consultant
 - a) Soil Testing
 - b) Concrete Testing
 - c) Welding Testing
 - d) Mortar Testing
- Kitchen Consultant
- Land Surveying
- Landscape Architect
- MEP Engineer
- Roofing Consultant
- Safety & Security Consultant
- Structural Engineer
- Sustainability Consultant
- Technology Consultant
 - a) Networking
 - b) Audio Visual
 - c) Cabling
 - d) Data Centers
 - e) Servers & Storage
 - d) Cyber Security



**Request for Qualification (RFQ)
201819-005
Questionnaire & Forms**

Firm Information:

Name of Firm: _____

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

Business Address of Office that will provide services (if different from above):

Principals:

Years in Business: _____

Has firm operated under any other name(s)? If so, state name(s) and dates of operation.

(Name) *(Date)*

(Name) *(Date)*

(Name) *(Date)*

Financial Statement

Please attach a financial statement for your firm as of your most recent fiscal year end. An audited financial statement is preferred.

Please furnish bank reference and bank contact person:

Name of Bank: _____

Business Address: _____

Contact Person: _____ Phone Number: _____

Architect's Professional Liability Insurance

It is the policy of the district to require Architects to carry professional liability insurance for their involvement in the projects throughout the contract period and for three years thereafter. (Please attach a current copy of Insurance Accord with response.)

Current Coverage \$ _____ Deductible amount \$ _____

Maximum coverage limits _____

Insurance Company Name: _____

Address : _____

Contact Person: _____ Phone Number: _____

Have any claims been made against your firm for errors and omissions in the past five (5) years?

Yes _____ No _____

If yes, what was the disposition of the claim(s)?

Attach additional pages as necessary

Consultant's Professional Liability Insurance

It is the policy of the district to require all consultants to carry professional liability insurance for their involvement in the projects throughout the contract period and for three years thereafter. (Please attach a current copy of Insurance Accord with response.)

Current Coverage \$ _____ Deductible amount \$ _____

Maximum coverage limits _____

Insurance Company Name _____

Address _____

Contact Person: _____ Phone Number: _____

Have any claims been made against consultant firm for errors and omissions in the past five (5) years?

Yes _____ No _____

If yes, what was the disposition of the claim(s)?

Attach additional pages as necessary

Firm Experience

Types, budgets, and completion dates of projects for Eanes ISD (please list last 5): Name and

Location of Project: _____

Eanes ISD Contact: _____ Phone No. _____

Original Budget \$ _____ Final Cost: \$ _____

Date Completed _____

Managing Principal: _____

Project Manager: _____

Scope of Services Performed If _____

Outside Consultant(s) Used:

Type: _____ Firm Name: _____

Contact: _____ Phone No.: _____

Types, budgets, and completion dates of projects for other school districts (please list last 5): Owner:

Contact: _____

Phone No.: _____

Name and Location of Project Original _____

Budget \$ _____ Final Cost \$ _____

Date Completed _____

Managing Principal _____

Project Manager: _____

Scope of Services Performed _____

If Outside Engineering Firm(s) Used:

Type: _____ Firm Name: _____

Contact: _____ Phone No.: _____

Assessments, plan reviews, inspections, and other services provided for Eanes ISD
(please list last 5):

Name and Location of Project: _____

Eanes ISD Contact: _____ Phone No. _____

Original Budget \$ _____ Final Cost \$ _____

Date Completed _____

Managing Principal: _____

Project Manager: _____

Scope of Services Performed _____

If Outside Consultant(s) Used:

Type: _____ Firm Name _____

Contact: _____ Phone No.: _____

Assessments, plan reviews, inspections, and other services provided for other school districts
(please list last 5):

Owner: _____

Contact: _____ Phone No: _____

Name and Location of Project _____

Original Budget \$ _____ Final Cost \$ _____

Date Completed _____

Managing Principal _____

Project Manager: _____

Scope of Services Performed _____

If Outside Engineering Firm(s) Used:

Type: _____ Firm Name: _____

Contact: _____ Phone No.: _____

(List only those projects that were designed by the firm completing this questionnaire.)

Firm Capacity

Attach resume for each person listed below

Proposed RAS, Architects, Engineers or Consultants assigned to Eanes ISD Projects:

<i>(Name)</i>	<i>(Title)</i>	<i>(Tx. Registration No.)</i>
<i>(Name)</i>	<i>(Title)</i>	<i>(Tx. Registration No.)</i>
<i>(Name)</i>	<i>(Title)</i>	<i>(Tx. Registration No.)</i>
<i>(Name)</i>	<i>(Title)</i>	<i>(Tx. Registration No.)</i>

Number of Full-Time employees in firm (Minimum 40hours per week): _____

Number of employees in proposer's local office: _____

Number of employees in all proposers' office locations: _____

Number of persons with firm licensed as

Registered Accessibility Specialists: _____

Architects: _____

Engineers: _____

Attach additional pages as necessary

Current Work In Your Firm's Office (list five largest):

	Type of Project	Estimated Cost	Project Stage	Completion Date	Client Contact Person & Phone No.
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____

All other projects combined:

Number _____

Total Estimated Cost \$ _____

Attach additional pages as necessary

Current Work In Consultants' or Joint Venture Partners' Offices (list five largest):

	Type of Project	Estimated Cost	Project Stage	Completion Date	Client Contact Person & Phone No.
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____

All other projects combined:

Number _____

Total Estimated Cost \$ _____

Use separate page for each major consultant as necessary

Submission Process

Proposals shall be submitted in a booklet or loose-leaf binder. The proposal shall be organized as shown below, with each section separated by a divider. Each divider shall have a tab clearly identifying the contents of the section.

Tab 1: Firm information:

- Firm name, address, officers, contact
- Financial statement, bank reference(s), approved line(s) of credit
- Litigation/arbitration history
- Insurance carrier, coverage amounts and limits, coverage duration, claim history
- W-9

Tab 2: Firm Experience

- Building types, budgets, and completion dates of projects for Eanes ISD
- Building types, budgets, and completion dates of projects for other school districts
- Functional and space programming services provided for Eanes ISD
- Functional and space programming services provided for other school districts.

Tab 3: Firm Capacity

- Names and résumés of principals and personnel proposed for Eanes ISD
- Names and résumés of principals and personnel of major consultants proposed for Eanes ISD
- Building types, budgets, and scheduled completion dates of current projects in architect's office
- Building types, budgets, and scheduled completion dates of current projects in major consultants' offices

Tab 4: Sustainable Design

- LEED certificates or other sustainable design credentials of professionals assigned to Eanes ISD.
- Examples of sustainable design solutions

Tab 5: Certifications

- Principal, officer, authorized representative non-collusion certification
- Conflict of Interest Questionnaire
- Felony Conviction Notice
- Suspension & Debarment Certification
- Regarding Terrorist & Boycotting of Israel Certification
- CTPA
- Certificate of Residency
- DPA

Request for Qualifications Certification

The undersigned affirms that he or she is duly authorized to execute this questionnaire, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other person, firm, or entity making or considering making a proposal to Eanes ISD for any of the future District projects, and that contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The foregoing is true and correct. Eanes ISD, or any authorized representative of Eanes ISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information which Eanes ISD might determine as being desirable.

Firm: _____

Address: _____

City/State/Zip: _____

Phone No: _____

Fax No: _____

Signature: _____

Typed Name: _____

Date: _____

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

Firm’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's 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 know 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's 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);
 - nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809 (“GLB”);

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 bylaw, 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: _____

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

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.

OFFICE USE ONLY

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

