



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

**REQUEST FOR PROPOSAL (RFP)**  
**Athletic Supplies & Services**  
**RFP # 201920-003**

The Eanes Independent School District (“District”) invites qualified companies to submit Proposals for Athletic Supplies & Services. This Request for Proposal can be reviewed and downloaded at the following website:

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

If you are an interested company, the District invites your firm to submit a Proposal Response via email to the EISD Purchasing Office at [purchasing@eanesisd.net](mailto: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:

**RFP # 201920-003 Athletic Supplies & Services**

Awards will be made to multiple vendors during the Solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposals are received they will be evaluated and either accepted or rejected by the District. Applicants will then be notified of the District’s decision. Proposal responses will be accepted **through Monday, April 27, 2020 at 2:00 PM**. Contract will be effective date of award until June 30, 2020 with the option to extend another four (4) years annually.

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.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes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

*Sylvie Pouget*

Sylvie Pouget  
Purchasing Coordinator, Eanes ISD

## SCOPE

Eanes ISD is accepting Proposals for multiple award contracts for Athletic Supplies & Services for the 2019-2020 school year in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.

## TIMELINE

Monday, October 28, 2019	RFP Issued
Monday, April 27, 2020 by 2:00 PM	RFP Deadline (proposals accepted through this date)

## CHECKLIST ITEMS TO BE PROVIDED WITH ALL PROPOSAL SUBMITTALS

- **Cover Letter**
- **Attachments/ Exhibits in Section V** must be reviewed, signed and returned.
- **References.** List of three references (preferably school districts) that we may contact, including detailed explanation of experience in similar engagements.
- **Online Catalog.** Include a link to your online catalog. If online catalog is unavailable, please send a hard copy.
- **Pricing.** Your pricing must be on the form provided, as Section IV along with any supporting documentation you feel is necessary.

**SECTION I**  
**General Instructions**

1. **Description:** Eanes Independent School District (“EISD” or the “District”) is accepting Proposal Responses for a multiple award contract for Athletic Supplies & Services in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.
  
2. **Submission of Proposals:**
  - 2.1 Electronic responses sent to [purchasing@eanesisd.net](mailto:purchasing@eanesisd.net) are the preferred method of submission. **Subject should read: RFP #201920-003 Athletic Supplies & Services.**
  
  - 2.2 Mailed proposals are to be sealed in an envelope marked on the outside with the Proposer’s name, address and Proposal number and returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation:  
  

**Eanes Independent School District**  
**RFP 201920-003 Athletic Supplies & Services**  
**601 Camp Craft Road**  
**Austin, TX 78746**  
**Department**

**ATTN: Purchasing**
  
  - 2.3 Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.
  - 2.4 Proposals will not be considered unless the Proposal is physically received within the Purchasing Department at the address listed above prior to Proposal opening.
  - 2.5 Late Solicitation Responses will not be considered under any circumstances.
  
3. **Questions:**
  - 3.1 Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing to [spouget@eanesisd.net](mailto:spouget@eanesisd.net) with sufficient time allowed for a reply to reach Proposers before the submission of a Proposal.
  - 3.2 Verbal requests for clarification will not be binding and will not be made part of the proposal documents.
  - 3.3 No contact shall be made with the District unless specifically authorized by the Purchasing Coordinator. Failure to comply with this requirement may be grounds for rejection of a Solicitation Response.
  - 3.4 All interpretations or clarifications considered necessary by and approved by the District, in response to Proposer’s requests, will be issued in the form of an Addendum.
  
4. **Proposal Response:**
  - 4.1 The District will be accepting Proposal Responses through **Monday, April 27, 2020 by 2 PM**

- 4.2 Proposals must contain:
    - 4.2.1 The Proposal Response Form in Section IV in its entirety;
    - 4.2.2 Certifications/ Representation Documents;
    - 4.2.3 Vendor Catalog (electronic preferred);
    - 4.2.4 Any additional documents required by the Solicitation;
  - 4.3 **W-9 Proposer Identification Number Certificate.** 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.
  - 4.4 The District reserves the right to reject any Proposal Responses that the District considers inappropriate. The District shall also be the sole judge of acceptable Proposal Responses.
  - 4.5 Proposals submitted are encouraged to be in typewritten or in print format. Due to the high volume of responses, any illegible proposals may be rejected.
  - 4.6 **Withdrawal of Proposals.** Any Proposer who is extended the privilege of withdrawing a Proposal because of having proven mechanical error in his or her Proposal may not be allowed to submit a Proposal on similar items for a period of one year unless the Superintendent waives this prohibition.
5. **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 as part of this Solicitation. A copy may be obtained by contacting the Purchasing Coordinator.
- 5.1 Texas Education Code 44.031.
  - 5.2 Purchasing and Acquisition, EISD Policy CH (Legal).
  - 5.3 Purchasing and Acquisition, EISD Policy CH (Local).
6. **Term of Contract.**
- 6.1 Contracts created by this Solicitation shall be in effect from the date of award through **June 30, 2020.**
  - 6.2 Eanes ISD reserves the right to extend the contract at the District's sole option for **four (4) additional one-year periods.**
  - 6.3 All extensions will be done in writing prior to the end of the current contract.
7. **Evaluation, Negotiations and Award.**
- 7.1 Each Proposal Response will be evaluated based on the requirements set forth in Section II, Special Instructions.
  - 7.2 Vendors are encouraged to submit proposals as soon as possible.
  - 7.3 Awards will be made to Proposers that have received an acceptable evaluation rating on all criteria.
  - 7.4 Preference will be given to those responses that offer discounts off catalog pricing as well as prompt payment discounts.
  - 7.5 As Proposals are accepted by the District, individual awardees will be notified.
8. **Type of Contract.** Firm-Fixed Discount. Discounts shall remain firm for the life of the contract, unless agreed upon in writing by Purchasing Department (see Section II, Paragraph 2.9).

**End of Section I**

## **SECTION II SPECIAL INSTRUCTIONS**

The following information is to provide the Proposer with the needed information on how to complete and submit their Proposal Response.

### **1. Rules of Preparation.**

- 1.1 Discounts offered in the Proposal shall remain fixed and binding for the life of the contract.
- 1.2 EISD expects that the Proposer will comply with the stated requirements of the RFP in developing their response. The Proposer will submit a proposal response consistent with EISD's RFP. Only those features that are directly related to Athletic Supplies & Services are to be included in the Proposal Response.
- 1.3 Any exception to the RFP terms and conditions shall be included in writing in the Proposer's Response.

### **2. Pricing.**

- 2.1 It is the intent of this solicitation to establish a discount from catalog or published price list for each of the Category of Items listed in Section IV, Item 3. Failure of Proposer to indicate at least one category will be considered non-responsive.
- 2.2 Proposers must indicate a primary discount, but may offer multiple discounts by category. Leaving the Cost Proposal Section blank may be grounds for disqualification.
- 2.3 For any proposals indicating a discount range, the District will adopt the highest percentage listed as the fixed, firm discount in consideration of award.
- 2.4 Any proposals indicating "call for quotes" instead of a primary discount percentage will be considered non-responsive to this solicitation.
- 2.5 The percentage discount offered will be based on the current published catalog and pricing will remain firm until a new catalog is published.
- 2.6 The discount percentage will remain firm during the length of the contract, and any extension periods.
- 2.7 Catalog or price list shall be published in some form, shall be available to, and recognized by the trade.
- 2.8 A price list especially prepared for this solicitation will not be accepted.
- 2.9 Prices for this RFP cannot be increased for 30 days after the contract begins. In order to change a price list or catalog, a new or amended price list or catalog must be submitted to the Purchasing Department by the Proposer and approved by the Purchasing Department prior to the requested price change. Otherwise, the last EISD approved price list or catalog remains in effect until such time that EISD approves the price change.
- 2.10 Price reductions shall be offered immediately upon becoming available to a vendor after award.

### **3. Catalogs.**

- 3.1. Electronic catalogs are preferred, if one is not available, please send catalog with your response.

- 3.2. EISD reserves the right to decline proposals from Proposers that cannot provide a catalog (printed or on-line) to the campuses and departments of the EISD.

#### 4. E-Commerce.

- 4.1. The Proposer is to provide in the proposal a detailed explanation of the Proposer's e-commerce capabilities (on-line web based – accessible via an internet browser). This should include, but not be limited to, the following information:
  - 4.1.1. Online catalog location (URL address)
  - 4.1.2. Minimum system requirements (including browser)
  - 4.1.3. Technical assistance
  - 4.1.4. Ordering assistance
  - 4.1.5. General operation/use procedures and requirements
  - 4.1.6. Security
  - 4.1.7. Interface with Skyward
- 4.2. If a Proposer does not currently have on-line web based capabilities they are to state "Not Available" on the Proposal Response Form. If on-line capabilities are planned, please include details and date of availability to the District.

#### 5. Evaluation Process.

- 5.1. Upon receipt of proposals, the District's Evaluation Team will review the proposals and may request additional information, as deemed appropriate.
- 5.2. Award will be made to Proposers based on the following requirements. Proposers not meeting the requirements will be deemed non-responsive and will not receive award under this solicitation.
  - 5.2.1. Cost Proposal Section, preference will be given to those vendors who offer the greatest discount.
  - 5.2.2. Prompt Payment Discount, preference will be given to those vendors who offer prompt payment discounts.
  - 5.2.3. Category Selection of the Proposal Response Form, indicating at least one proposed Category (a minimum of one category selection is required).
  - 5.2.4. Current electronic or printed catalog clearly describing items offered and ordering information with clearly identified pricing.
  - 5.2.5. Vendor References.
  - 5.2.6. All forms in Section V.
- 5.3. The District reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the District.

#### 6. Award.

- 6.1. Awards will be made throughout the open period of this Solicitation.
- 6.2. Awards will be made upon acceptance of Proposal.
- 6.3. Each Vendor will be contacted via e-mail of their approval. **No contact with the campuses or departments shall take place until receipt of approval.**

7. **No Guarantee of Orders.** At this time, there are no definite items and/or quantities to be ordered. EISD is not required to purchase any minimum or maximum quantity of items.

## **End of Section II**

### **SECTION III Scope of Services**

EISD is seeking to establish an agreement with one or more Businesses, Public or Private Organizations, or other entities that wish to provide Athletic Supplies & Services to the District.

#### **1. District Overview.**

- 1.1 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.
- 1.2 A map of the District is available at the following District website address:  
<https://www.eanesisd.net/district/maps>
- 1.3 EISD currently has one (1) high school, two (2) middle schools, six (6) elementary schools, one (1) administration building, one (1) maintenance center, one (1) transportation center, and one (1) warehouse.

#### **2. Catalogs.**

- 2.1 The successful Proposers will be provided a list of District campus and department addresses upon award of contract. Proposer shall supply each campus and department with a paper copy catalog or preferably an on-line catalog within two weeks after notification of award of contract.
- 2.2 Catalogs specific to certain grade levels (i.e., K-5) should only be distributed to the appropriate campuses.
- 2.3 Distribution of catalogs to campuses and departments must be followed at each catalog update.

#### **3. Reports.** The Proposer may be requested to provide reports detailing the following information:

- 3.1 Number of orders issued by campus/department.
- 3.2 Items being ordered.
- 3.3 Dollar amount of each order.
- 3.4 Total expenditure for District by campus/department.

#### **4. Orders and Delivery.**

- 5.1 Schools and Departments will be issuing individual purchase orders for items purchased.
- 5.2 EISD will not be responsible for any goods delivered or services performed without and properly executed purchase order.
- 5.3 All orders shall be packaged and delivered to the address indicated on the Purchase Order during normal school hours and shall be plainly marked with the proper EISD purchase order number.
- 5.4 Backorders shall be delivered within forty-five (45) days from receipt of the original order unless otherwise indicated on the Purchase Order or notified by District personnel.
- 5.5 All exchanges and returns will be handled by the ordering campus/department.

#### **5. Invoicing and Payment.**

- 6.1 Invoices should be submitted showing the list price of each individual item with the discount being applied against the total of the order.
- 6.2 Invoices shall be sent to [accountspayable@eanesisd.net](mailto:accountspayable@eanesisd.net).

- 6.3 Payment terms will be Net 30 days unless otherwise authorized by the District or a prompt payment discount has been offered.
- 6.4 Payment period does not commence until receipt and approval of wither the product or properly prepared invoice by the ordering campus/department.

**End of Section III**

**SECTION IV  
Proposal Response Form**

If a parent company is submitting more than one subsidiary company, a separate Proposal should be submitted for each company name. Multiple catalogs, with the same discount percentage, may be submitted under one company name.

**1. Cost Proposal Section**

Title of Catalog	Date of Catalog	% Disc. Offered

Special Conditions

Shipping Terms

Items in your catalog but not offered at a discount must be clearly identified above in the Special Conditions.



2. Vendor Information

Company Name: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

2.1 Company Information

Does your company accept Purchase Orders as a payment method? \_\_\_ Yes \_\_\_ No

Can Purchase Orders be sent via e-mail? \_\_\_ Yes \_\_\_ No

If yes, e-mail \_\_\_\_\_

Does your company offer on-line ordering with Purchase Order as a payment option?  
\_\_\_ Yes \_\_\_ No

Does your company interface with Skyward as an E-Commerce vendor? \_\_\_ Yes \_\_\_ No

2.2 Describe your E-Commerce capabilities including any on-line catalog and requirements for use. Include system requirements, set-up information, and continuing support offered. Include any 3<sup>rd</sup> party E-Commerce provider that may offer your catalog through its services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.3 Please explain return policy:

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**3. Prompt Payment Discount**

Discount %	Discount Days Due	Standard Days Due

**4. Product Category** – Please indicate all sports that apply.

- Baseball/ Softball**
- Basketball**
- Football**
- Golf**
- Soccer**
- Swimming**
- Tennis**
- Track/ Cross Country**
- Training**
- Volleyball**
- Wrestling**
- Other(s)** \_\_\_\_\_

**5. 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. To expedite the

contract award, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for Proposal disqualification.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**6. 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 amounts(s) shown on the accompanying Proposal form(s).

Proposer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Proposer's Printed Name \_\_\_\_\_

**End of Section IV**

**SECTION V  
Certifications/Representations**

1. Conflict of Interest Questionnaire
2. Felony Conviction Notice
3. Suspension or Debarment Certificate
4. Data Protection Addendum
5. Insurance Requirements
6. Certificate of Residency
7. CTPA Adoption Clause
8. W9

All of the above need to be included in response. Proposals with missing forms or incomplete forms might be labelled unresponsive, and therefore will not be considered.

# 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:

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(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.

**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: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature of Company Officer: \_\_\_\_\_

**B.** 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: \_\_\_\_\_

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

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/Municipality: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Officer's Signature: \_\_\_\_\_

Print Company Officer's Name: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

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/Municipality: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Officer Signature: \_\_\_\_\_

Print Company Officer's Name: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Date: \_\_\_\_\_

## EANES ISD DATA PROTECTION AGREEMENT (“DPA”)

This DPA is made by and between \_\_\_\_\_ (“Contractor”) and Eanes Independent School District (“EISD”) as a condition of Contractor’s, its employees’ and agents’ (including subcontractors) access to, and use, maintenance, and disclosure of, District Data (as defined below) in connection with Contractor’s provision of products and services (collectively, “Services”) to EISD. This DPA is hereby made part of any agreement(s) between the parties with respect to the Services (each, an “Agreement”), notwithstanding any merger/integration or similar provision contained in any such Agreement(s), and Contractor and EISD agree as follows:

1. “District Data” means all information, including, but not limited to, business, administrative, financial, student, and personnel information, work product, and other intellectual property that is: (1) created by EISD, its employees, contractors, agents, affiliates, students, parents, and users, or provided or otherwise made available to Contractor, its employees and agents by EISD, its employees, contractors, agents, affiliates, students, parents, and users through the Services or otherwise in connection with the Services; or (2) gathered by Contractor, its employees and agents through the Services or other means (e.g., Contractor technology) in connection with the Services. District Data includes, but is not limited to, any information that is protected by law, such as “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”). District Data does not include “de-identified” information as that term is defined by the U.S. Department of Education for purposes of FERPA.

2. All rights in and to District Data shall remain the sole and exclusive property of EISD. Contractor has no rights, implied or otherwise, in District Data, except as expressly stated in this DPA.

3. EISD hereby authorizes Contractor to access, use, and maintain District Data, and disclose District Data to its employees and agents, solely as reasonably necessary to provide Services to EISD, subject to the requirements of applicable law and this DPA. Contractor shall ensure that its employees and agents agree to comply with data protection obligations similar to, and in no event less restrictive than, those applicable to Contractor under this DPA and applicable law. Except as required by law or authorized by EISD in writing, Contractor, its employees and agents shall not disclose District Data to any third party. EISD shall have access to District Data at all times.

4. Contractor shall comply with all laws applicable to the access to, and use, maintenance, and disclosure of, District Data. Contractor acknowledges that it has been designated a school official with legitimate educational interests in any FERPA-protected information contained in District Data and agrees to abide by any requirements imposed by law on school officials. The parties agree that: (1) the Services are services/functions for which EISD would otherwise use its own employees; (2) Contractor meets the criteria in EISD's annual notification of FERPA rights for being a school official in connection with the Services; (3) Contractor is under EISD's direct control with respect to its access to, and use, maintenance, and disclosure of, FERPA-protected information; and (4) Contractor will access, use, maintain, and disclose FERPA-protected information only for the purpose for which it was disclosed and will not re-disclose such information to other parties unless Contractor has specific written authorization from EISD to do so and it is otherwise permitted by FERPA. EISD parents/guardians and students shall not be required to waive any FERPA rights in connection with the Services, and any such waiver shall be null and void.

5. Contractor shall use commercially reasonable security procedures and practices to preserve the confidentiality, integrity, and availability of District Data and protect it from unauthorized acquisition, access, use, or disclosure. Such measures shall be no less protective than those used to secure Contractor’s own data of a similar type. District Data shall not be stored outside the United States without EISD’s prior written consent. If Contractor suspects that District Data has been exposed to unauthorized acquisition, access, use, or disclosure, except as prohibited by law, Contractor shall immediately notify EISD, investigate the incident, and cooperate fully with EISD’s response to the incident.

6. Except as prohibited by law, Contractor shall notify EISD of any legal order or other demand seeking District Data prior to disclosing District Data in response thereto, and Contractor shall reasonably cooperate with EISD's efforts, if any, to protect District Data.

7. Contractor will promptly notify EISD of any change in Contractor's, its employees' or agents' circumstances that are reasonably expected to materially affect District Data, including, but not limited to, any assignment, transfer, or cessation of business or unlawful conduct, and shall reasonably cooperate with EISD's requests related thereto. This DPA shall be binding upon, and inure to the benefit of, Contractor's permitted successors and assigns, if any.

8. Upon the termination of any Services, or as otherwise requested by EISD in writing, Contractor shall ensure that: (a) all applicable District Data is promptly transferred to EISD as reasonably requested by EISD; and (2) all applicable District Data in Contractor's, its employees' and agents' possession is destroyed in a commercially reasonable manner (unless Contractor is expressly permitted by law to retain such District Data). Notwithstanding the termination of the Services or any Agreement(s), this DPA shall continue in full force and effect until all District Data in Contractor's, its employees' and agents' possession has been securely destroyed as required herein.

9. A material breach of this DPA shall constitute a material breach of the applicable Agreement(s), if any. Upon a material breach of this DPA, EISD may suspend or terminate Contractor's, its employees' and agents' access to District Data. If Contractor fails to cure such breach as provided under the applicable Agreement(s), if any, or within ten (10) days after receiving written notice thereof, whichever is later, EISD may terminate the Services and any applicable Agreement(s), without penalty, liability, or further obligation. The foregoing remedies shall be in addition to and without limitation of any other rights or remedies of EISD.

10. This DPA shall be governed by Texas law, without regard to choice of law principles. The mandatory and exclusive venue for any dispute related to this DPA shall be in the state or federal courts for Travis County, Texas, and the parties hereby consent to the jurisdiction of said courts.

11. In the event of a conflict between or among this DPA, any Agreement(s), and/or applicable law, the requirement that affords the most protection to District Data shall supersede and control.

IN WITNESS THEREOF, the Parties have executed this DPA effective \_\_\_\_\_.

**CONTRACTOR:** \_\_\_\_\_

**EANES INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A to DATA PROTECTION DPA**

Other types or categories of District Data:

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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: \_\_\_\_\_

Print 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 [mgreer@eanesisd.net](mailto:mgreer@eanesisd.net), **and a hard copy original must follow by mail from the insurance company to:**

Matt Greer  
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: \_\_\_\_\_

## 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

**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: \_\_\_\_\_