

REQUEST FOR PROPOSALS (RFP # 20192020-005)

FOR SPECIAL EDUCATION SERVICES

Date of Issue: Tuesday January 21, 2020

All questions can be emailed to: Sylvie Pouget at purchasing@eanesisd.net

Eanes Independent School District recommends you either hand deliver, mail, or courier the Request for Proposals (RFP) response, in a sealed envelope, to Eanes ISD at the address below:

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

Envelope should be plainly marked: **RFP # 20192020-005 Special Education Services**

NOTE: Delivery of Proposal envelope to other Departments within Eanes ISD is not considered as delivery to the Business Office. A Proposal, although perhaps mailed in time, will be rejected if it is not received by the Business Office in a timely fashion.

Proposals received after the time and date specified above will not be considered and will be filed unopened. Eanes ISD shall not be held liable for late Proposals.

SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF PROPOSAL.

SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON Monday, April 27, 2020. 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.

Should Eanes ISD close for unforeseen reasons (force majeure) on the date the Proposal is due, the above referenced date should be changed to 2:00 P.M. the first date Eanes ISD is open to conduct business.

You are invited to submit a Proposal to provide Special Education Services for the Eanes ISD from date of award through June 30, 2020, with Eanes ISD's options to renew annually on July 1 of each year through June 30, 2025.

The RFP response (Proposal) **MUST** be signed by an individual authorized to contractually bind the firm submitting the Proposal. A failure to sign the Proposal will cause it to be rejected as NON-RESPONSIVE. Proposal must give full firm name and address of Proposer. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

PROPOSALS WILL NOT BE OPENED OR READ PUBLICLY

Eanes Independent School District

By:

You are representing to Eanes ISD that you are authorized to submit this proposal by signing below.

Proposal submitted (Circle One): YES NO

Company Name _____

Address _____ City _____ State _____

Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____

Email _____

Phone _____

REQUIRED SUBMITTAL

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ATTACHMENTS – REQUIRED FORMS:

- A. Deviation/Compliance Signature Form
- B. Confidentiality Declaration Form
- C. Certification for Criminal History Check
- D. Felony Conviction Notification
- E. EDGAR Certifications for Contracts funded by Federal Grants
- F. Legal Compliance
- G. Conflict of Interest; Form CIQ
- H. Data Protection Agreement
- I. Central Texas Purchasing Alliance Clause
- J. Certificate of Residency
- K. Antitrust Certification Statement
- L. Commitment to Provide Insurance Certificate
- M. General Certifications
- N. W9

2.0 INSTRUCTIONS TO PROPOSERS

- 2.1. The Eanes ISD contact for questions or request for clarification relating to this RFP is Sylvie Pouget, Purchasing Coordinator, spouget@eanesisd.net. Questions must be submitted in writing.

Responses to questions, if required, will be posted on Eanes ISD's website: <https://www.eanesisd.net/dept/purchasing/bid>. It is the Proposer's responsibility to check the Eanes ISD website for addenda postings prior to submitting responses.

- 2.2. All Proposers must execute the **REQUIRED FORMS** enclosed (or otherwise requested) to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP Form must be included with response. Failure to provide complete and accurate information may disqualify the Proposer.
- 2.3. If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (**See Required Forms**), or as a separate attachment. The failure to identify exceptions or proposed changes will constitute the Proposer's acceptance of the RFP requirements, terms, and conditions as proposed by Eanes ISD. Eanes ISD reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.
- 2.4. Eanes ISD is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.
- 2.5. Eanes ISD and Proposer(s) may enter into discussions and negotiations of Proposal, as necessary. Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, Eanes ISD reserves the right to award a contract without discussions/negotiations.
- 2.6. 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.
- 2.7. Eanes ISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. Eanes ISD assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidentiality Declaration Form – (**See Required Forms**). Eanes ISD assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release. Proposals asserted to be copyright protected in their entirety may, in Eanes ISD's sole discretion, be rejected as non-conforming.
- 2.8. **Award/Evaluation of Proposals**

- a. Eanes ISD reserves the right to accept or reject all or any part of any Proposal, waive minor formalities/technicalities, and award the Proposal(s) deemed to offer the best value to Eanes ISD.
 - b. Eanes ISD reserves the right to award to a single Proposer, multiple Proposers, each line item/good/service separately, or in any combination it determines to be in Eanes ISD' best interest.
 - c. Proposals and offers must remain open for acceptance for a period of ninety (90) days subsequent to the opening of Responses to the RFP, unless otherwise indicated, to allow time for the offer(s) to be evaluated and action by Eanes ISD' Board of Trustees, if required.
 - d. Eanes ISD further reserves the right to:
 - Cancel this solicitation in whole or in part, at the sole discretion of Eanes ISD.
 - i. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
 - ii. Conduct oral interviews/discussions or presentations necessary to select the best value Provider(s) and/or to obtain competitive pricing.
 - iii. Reject and/or disqualify any or all proposals received, 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 Eanes ISD.
 - iv. Waive any formalities, technicalities, or other defects if deemed in the best interest of Eanes ISD; request clarification and/or correction of Provider(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - v. Be the sole judge of quality and equality.
 - vi. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- 2.10 The successful Proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by Eanes ISD.
- 2.11 By signing this RFP, the undersigned Proposer affirms that its company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this Proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this Proposal.
- 2.12 The person whose signature appears on the cover page of this RFP certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this Proposal.
- 2.13 By signing this RFP, the Proposer hereby that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this RFP, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of Proposer to sign their Proposal will render it null and void. Proposer and associated solutions shall be evaluated based on the following selection criteria:

EVALUATION FACTORS

EVALUATION CRITERIA		Points
1	Purchase price	15
1	The reputation of the provider and of the provider's goods or services	20
2	The quality of the provider's goods or services	26
3	The extent to which the goods or services meet Eanes ISD's needs	25
4	The provider's past relationship with Eanes ISD	5
5	The impact on the ability of Eanes ISD to comply with laws and rules relating to historically underutilized businesses	3 ¹
6	The total long-term cost to Eanes ISD to acquire the provider's goods or services	3
7	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employees at least 500 persons in this state.	3
	Total:	100

¹ As a general rule, Eanes ISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. This procurement involves federal funds; therefore, geographic preferences will not be applied.

3.0 EANES ISD TERMS AND CONDITIONS

- 3.1 In submitting a Proposal, Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any future contracts, agreements, or purchase orders between the Proposer and Eanes ISD. A response to this RFP is an offer to contract with Eanes ISD based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by Eanes ISD after any necessary approval by Eanes ISD's Board of Trustees.

3.2 ASSIGNMENT

The successful Provider may not assign its rights and duties under an award without the written consent of Eanes ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

3.3 TERMINATION

Eanes ISD shall have the right to terminate for default all or part of a resulting contract if the provider breaches any of the terms hereof or if the provider becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Eanes ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Eanes ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Eanes ISD may terminate a resulting contract and debar the firm from future "bidding" for violations of applicable federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

3.4 INDEMNIFICATION

Eanes ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

The successful Provider will be expected to indemnify and hold harmless the Eanes ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Provider or its agents, employees, subcontractors, or Providers in the execution or performance of any agreements ultimately made by Eanes ISD and the Provider.

3.5 REMEDIES

The parties shall be entitled to exercise any right or remedy available to it either at law or in

equity, subject to the choice of law, venue and service of process clauses limitations agreed herein.

3.6 **GOVERNING LAW AND VENUE**

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas. The parties agree that exclusive venue shall be in Travis County, Texas.

3.7 **PAYMENT TERMS**

Payment will be made within 30 days after the later of: receipt of goods/services and a properly submitted invoice. Eanes ISD considers an invoice properly submitted when the following conditions are met:

- a. The invoice is received at the address indicated on the purchase order/contract;
- b. The pricing on the invoice matches the price on the purchase order/contract;
- c. The invoice includes a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount;
- d. The quantities on the invoice do not exceed those specified on the purchase order/contract;
- e. The unique invoice number is used for each billing;
- f. The merchandise has been shipped or the services have been performed; and
- g. The description of goods and services on the invoice matches the description on the purchase order.

Cash/prompt, payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders and/or contract(s) will serve as the award instrument(s) for this RFP. Orders will be placed as items are approved for purchase and funds become available.

3.8 **FUNDING OUT CLAUSE**

Pursuant to Texas Local Government Code section 271.903, any Proposal/Offer accepted by Eanes ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. For more information, refer to section 271.903 or consult your legal counsel.

Funds are presently available for fiscal year 2019/2020. Should the Eanes ISD Board of Trustees not approve funds for this service for subsequent years, any contract resulting from this RFP will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to Eanes ISD.

3.9 CRIMINAL HISTORY CHECKS

During the term of this agreement, the Provider's employees have the potential to have continuing duties and direct contact with students. Subsequently, the Provider is responsible for complying with Texas Education Code section 22.0834. Provider may not commence work until all employees have been approved by the Human Resources Office.

Eanes ISD requires that all individuals who perform services on Eanes ISD property pursuant to this RFP have a criminal background check. Prior to the provision of services by any such individual, the Proposer shall be responsible for providing to Eanes ISD a criminal background check that was completed and dated within (1) year of the proposed dates of service and that is sufficient to meet the standards determined by Eanes ISD at its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each individual providing services under this RFP shall be grounds for immediate termination.

3.10 INSURANCE REQUIREMENTS

The successful Provider(s), at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows:

- The successful Provider(s) may be required to provide a copy of insurance coverage to Eanes ISD Business Office upon Notice of Award. Insurance certificates may contain a provision, or the Proposer's signature on this qualification document certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice of award has been given Eanes ISD. Insurance must remain in effect for the duration of this Agreement.
- This applies to Special Education Services provided by licensed or certified individuals, including, but not limited to, consultants, diagnosticians, and therapists. A certificate of insurance providing professional liability is required at \$1,000,000.

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications, and will be maintained in compliance with these general specifications throughout the duration of the Agreement, or longer, if noted:

- Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at least an A-.
- Liability policies will be endorsed to provide the following:
 - Name as additional insured Eanes ISD, its officials, agents, and employees.
 - That such insurance is primary and non-contributing to any other insurance available to the additional insured.
 - All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.

Should any of the required insurance be provided under a claim made form, the Provider will maintain such coverage continuously throughout the term of this agreement and without lapse, for a period of three (3) years beyond the Agreement expiration, such that occurrences arising during the Agreement term which give rise to claims made after expiration of the Agreement will be covered.

3.11 EXCLUSIVITY OF AWARD

Any award or contract resulting from this RFP document and the process described herein is not an exclusive award or guaranteed work. Eanes ISD reserves the right to procure the services described herein from other sources, **unless** the specifications herein and resulting contract documents expressly provide to the contrary, in which case the contract provision will control for this provision.

3.12 INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Provider shall be, and is, an independent contractor, and is not an agent or employee of Eanes ISD and shall furnish such services in its own manner and method, except as required by this Agreement. Further, Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Provider in the performance of the services hereunder. Provider shall be solely responsible for, and shall indemnify, defend, and save Eanes ISD harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.13 RECORDS

Upon request by Eanes ISD, any duly authorized representative of Eanes ISD shall, until three (3) years after final payment under this Agreement, have access to and the right to examine directly pertinent books, papers, documents, accounts, and records of Provider involving transactions related to this Agreement and to examine Provider's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Provider shall be required to maintain such records for three years after final payment.

3.14 FEDERAL FUNDING

The Education Department General Administrative Regulations (EDGAR) applies to contracts and agreements funded by federal grants. Provider is required to sign agreeing to comply with the federal requirements set forth in the Required Form entitled: EDGAR Certifications for Contracts funded by Federal Grants.

3.15 COMPLIANCE WITH APPLICABLE LAWS AND Eanes ISD POLICIES

Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation

laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Eanes ISD. Provider understands that Provider is ineligible to receive a contract award with Eanes ISD if Provider is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Agreement, Provider and all subcontractors, if any, shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform under a contract awarded pursuant to this RFP. When required or requested by Eanes ISD, Provider shall furnish Eanes ISD with satisfactory proof of Provider’s compliance with this provision.

3.16 CONFIDENTIALITY

Provider agrees to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Provider understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable. Provider also acknowledges that Eanes ISD is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability Eanes ISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Provider and determined by Eanes ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

3.17 INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

3.18 EQUAL OPPORTUNITY

It is the policy of Eanes ISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

3.19 FORCE MAJEURE

Neither Eanes ISD or Provider shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Eanes ISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Eanes ISD's contractual, legal, or equitable rights.

3.20 Eanes ISD PROPERTY

In the event of loss, damage, or destruction of any property owned by or loaned by Eanes ISD that is caused by Provider or Provider's representative, agent, employee, or contractor, Provider shall indemnify Eanes ISD and pay to Eanes ISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of Eanes ISD's determination of the amount due. If Provider fails to make timely payment, Eanes ISD may obtain such money from Provider by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by Eanes ISD.

3.21 **NO AGENCY OR ENDORSEMENTS**

Eanes ISD and Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Provider is independent of Eanes ISD and is not an employee, agent, joint venture, or partner of Eanes ISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Eanes ISD and Provider or Eanes ISD and any of Provider's agents. Provider agrees that Eanes ISD has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, or subcontractors.

3.22 **SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

3.23 **CONFLICT OF INTEREST**

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Eanes ISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through Eanes ISD's written procedures, Eanes ISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through Eanes ISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the School Board President and addressed through Eanes ISD policies.

3.24 **PERFORMANCE**

Provider agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this RFP. Provider shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, contract, or Purchase Order under this RFP. Provider shall use skilled, trained personnel, who shall be supervised by Provider. Provider shall employ only orderly and competent workers, skilled in the performance of the services, if any,

which shall be performed under this RFP. Provider, its employees, and consultants may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Eanes ISD' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Eanes ISD' property.

3.25 **RIGHT TO REVIEW, AUDIT, AND INSPECT**

Eanes ISD and any federal agency that has awarded federal funds/grant(s) to Eanes ISD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Provider's records and accounts relating to this RFP and inspect any project performed by the Provider relating to this RFP. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this RFP and records which may have a bearing on matters in connection with the Provider's work for Eanes ISD, and shall be open to inspection and subject to audit/review and/or reproduction by Eanes ISD and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Provider's compliance with the requirements of the RFP.
- b. Compliance with provisions for computing billings to Eanes ISD.
- c. Any other matter related to this RFP.

3.26 **PENALTIES**

If the Provider is unable to provide the product(s) or services at the prices quoted in Provider's proposal or if Provider fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a Purchase Order, Eanes ISD may take the following action(s), in the sole discretion of Eanes ISD, and Provider agrees to comply with the chosen action(s):

- a. Insist that the Provider honor the quoted price(s) specified in Provider's proposal or the Purchase Order, as applicable;
- b. Have the Provider pay the difference between the Provider's price and the price of the next acceptable proposal, as determined by Eanes ISD;
- c. Have the Provider pay the difference between Provider's price and the actual purchase price of the product or service on the open market; and/or
- d. Recommend to Eanes ISD' Administration and/or Eanes ISD' Board of Trustees that the Provider no longer be given the opportunity to submit a proposal to Eanes ISD and/or that the contract be terminated.

4.0 SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

4.1 Purpose of Solicitation

Eanes ISD is seeking qualified providers and firms interested in contracting with Eanes ISD to provide various Special Education Services as identified below. The award will be for the remainder of the 2019/2020 school fiscal year, which ends June 30, 2020, with an option to renew for four additional 12-month periods, for a maximum of five (5) years. These services shall be purchased on an "AS NEEDED" basis, with Eanes ISD making the sole determination of need. Multiple provider awards are anticipated to provide Eanes ISD with a variety of resources for needed services.

Specific services requested include:

1 Academic instruction	16 Educational Consultants with Expertise	32 Music Instruction
2 Adapted PE	in Program Improvement	33 Music Therapy
3 American Sign Language Interpretation	17 Educational Diagnostician	34 Nursing
4 Assistive Technology	18 General Instruction	35 Occupational Therapy
5 Audiological Services	19 In Home Trainer	36 Optometrists/Ophthalmologists (MD)
6 Behavior Specialist	20 Language Interpretation Services	37 Orientation & Mobility
7 Behavior Support	21 Language Translation Services	38 Physical Therapy
8 Board Certified Behavior Analysis (BCBA)	22 Legal Services	39 Professional Learning
9 Board Certified Otolologists (MD)	23 Licensed Audiologists	40 Recreational Therapy
10 Braille Production	24 Licensed Music Therapists	41 Social Worker
11 Certified Interpreter for the Deaf	25 Licensed Occupational Therapists	42 Teacher of Students
12 Counseling	26 Licensed Physical Therapists	with Auditory Impairments
13 Dyslexia Specialists and	27 Licensed Professional Counselor	43 Teacher of Students
14 Educational Consultants with Expertise	28 Licensed Psychologists	with Visual Impairments
in Behavior	29 Licensed Specialist in School Psychology	44 Texas Certified Educational
15 Educational Consultants with Expertise	30 Licensed Speech-Language Pathologist	Diagnosticians
in Instructional/Intervention Resources	31 Life Skills Instruction	45 Transition Services

4.2 Eanes ISD Background

Eanes ISD is a Texas public school district serving approximately eight thousand students at nine campuses located in Austin, Texas. Eanes ISD serves approximately 770 students with special education disabilities.

4.3 Services Requested

Services requested include special education related evaluation, consultation, professional staff development, program improvement, and direct services as defined below:

Consulting: Transference of specific knowledge from a professional with wide knowledge of a specific subject in the area of special education. These services may include providing advice to teachers, staff, and parents about disabilities and other areas associated with special education trends and issues.

Evaluation: A process of collecting information both formally and informally from a number of

sources about a specific student. Evaluations may include standardized tests and other measures whose results may lead to determine if a student meets state and federal eligibility criteria as a child with a special education disability.

Professional Staff Development: Activities to enhance professional career growth for teachers and other educational staff in specific areas related to special education.

Program Improvement: The process of assisting special education administrators and other personnel in improving special education programs in Eanes ISD Public Schools. Improvement targets may result from advice from professionals with expertise in the areas needing improvement.

Direct Services: Services given to students as recommended by their Individualized Educational Program (IEP). Examples include therapy and counseling for the educational setting.

4.4 Procurement Process

Eanes ISD anticipates selecting multiple qualified Providers from each category listed above through the evaluation process. The selected Providers will be experienced and have demonstrated excellence in the discipline identified. When a student and/or staff needs arises, Eanes ISD will select from the Providers awarded through this RFP process.

4.5 Service Provider Responsibilities:

- a. Comply with all federal, state, and local policies, procedures, and guidelines for determining eligibility for services.
- b. Provide services based upon best practices in the field.
- c. Comply with all provisions of the licensing law under which the provider is accountable.
- d. Provide all required paperwork in a timely manner.
- e. Certify that any service professional placed in Eanes ISD has been cleared through a nationwide criminal background check and has been fingerprinted.
- f. Remove any provider whose background, training, or skills do not meet the standards of Eanes ISD (as solely determined by Eanes ISD).
- g. Be in compliance with all Texas licensing and certification requirements to do business in Texas and provide the described services.
- h. Comply with all applicable Federal and State laws related to education of disabled students and Eanes ISD's policies, practices and procedures in connection therewith.
- i. Comply with all laws and regulations protecting the rights of privacy and confidentiality of Eanes ISD's students (FERPA).
- j. Provide own transportation to one or multiple schools or departments.
- k. Services may be provided on an Eanes ISD campus, the Provider's office (if service is evaluation), administration building, or at other available Eanes ISD sites. Observation of a student at his or her assigned campus and teacher/staff interviews are both required for evaluation purposes.
- l. Providers must provide their own test kits, protocols, and any printed materials including handouts.
- m. Subcontractor services are not permitted.
- n. Attend meetings, which may include, but may not be limited to: Admission Review Dismissal (ARD)/Individualized Education Program (IEP) committee meetings; staff meetings with school personnel; and meetings regarding special education legal issues.
- o. Provide written reports of disability that meet Eanes ISD, state and federal special education guidelines.

- p. Full and Individual Evaluations and disability reports must contain all necessary components as mandated by law. The Legal Framework available on the TEA or Region 4 website contains this information.

4.6 Eanes ISD Responsibilities:

- a. Provide audio/visual equipment for presentations (computer/laptop, microphone, etc.) as requested/required;
- b. Provide rooms for assessments/evaluations and presentations, as requested/required;
- c. Provide copies of handouts for presentations, as requested/required; and
- d. Provide personnel for necessary consultations, if needed, as requested/required.

4.7 Respondent's Submittal:

Each firm shall organize the Proposal in the order listed below and include the requested content:

1. Corporate Background and Experience (This section is for companies that represent multiple consultants)

- a. Letter of intent shall be submitted with the Proposal and must be signed by an individual authorized to contractually bind the firm. Failure to provide the letter will be consider as "non-responsive".
- b. Submit Vita for consultants in your firm.
- c. How many years has your firm been in business under its present name?
- d. Indicate all other names by which your firm has been known and length of time known by each name.

2. Key Project Personnel

- Provide a vita which provides the educational background and professional experience of each individual anticipated to provide services and indicate the specific service(s) each individual is anticipated to provide.

3. Fee

- Provide a fee structure for hourly, part-time, and full-time services. The pricing for all services must be provided.
- Provide a completed Service Provider Matrix listed as Exhibit A.
- Provide a copy of professional license for any prospective related service provider.
- Provide proof of insurance, if applicable.
- Provide a copy of Certificate of Authority to do business in the State of Texas, if applicable.

Company Name:

Please check each service that your firm is proposing to provide to Eanes ISD:

<input type="checkbox"/> Academic Instruction	<input type="checkbox"/> Licensed Specialist in School Psychology
<input type="checkbox"/> Adapted PE	<input type="checkbox"/> Licensed Speech-Language Pathologist
<input type="checkbox"/> American Sign Language Interpretation	<input type="checkbox"/> Life Skills Instruction
<input type="checkbox"/> Assistive Technology	<input type="checkbox"/> Music Instruction
<input type="checkbox"/> Audiological Services	<input type="checkbox"/> Music Therapy
<input type="checkbox"/> Behavior Specialist	<input type="checkbox"/> Nursing
<input type="checkbox"/> Behavior Support	<input type="checkbox"/> Occupational Therapy
<input type="checkbox"/> Board Certified Behavior Analysis (BCBA)	<input type="checkbox"/> Optometrists/Ophthalmologists (MD)
<input type="checkbox"/> Board Certified Otologists (MD)	<input type="checkbox"/> Orientation & Mobility
<input type="checkbox"/> Braille Production	<input type="checkbox"/> Physical Therapy
<input type="checkbox"/> Certified Interpreter for the Deaf	<input type="checkbox"/> Professional Learning
<input type="checkbox"/> Counseling	<input type="checkbox"/> Recreational Therapy
<input type="checkbox"/> Dyslexia Specialists and	<input type="checkbox"/> Social Worker
<input type="checkbox"/> Educational Consultants w/Expertise in Behavior	<input type="checkbox"/> Teacher of Students with Auditory Impairments
<input type="checkbox"/> Educational Consultants w/Expertise in Instructional/Intervention Resources	<input type="checkbox"/> Teacher of Students with Visual Impairments
<input type="checkbox"/> Educational Consultants w/Expertise in Program Improvement	<input type="checkbox"/> Texas Certified Educational
<input type="checkbox"/> Educational Diagnostician	<input type="checkbox"/> Diagnosticians
<input type="checkbox"/> General Instruction	<input type="checkbox"/> Transition Services
<input type="checkbox"/> In Home Trainer	
<input type="checkbox"/> Language Interpretation Services	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Language Translation Services	_____
<input type="checkbox"/> Legal Services	
<input type="checkbox"/> Licensed Audiologists	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Licensed Music Therapists	_____
<input type="checkbox"/> Licensed Occupational Therapists	
<input type="checkbox"/> Licensed Physical Therapists	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Licensed Professional Counselor	_____
<input type="checkbox"/> Licensed Psychologists	

EXHIBIT A: Service Provider Matrix/Categories

Name of Service Provider:

Please enter below the years of experience requested for Evaluations and for Consulting.

Evaluation	Years of Experience	Consulting	Years of Experience
Autism		Autism	
Emotional Disturbance		Emotional Disturbance	
Neuropsychology		Behavior Management	
Behavior Management		Attention Deficit Hyperactivity Disorder (ADHD)	
Cross Battery		Learning/Cognitive Disabilities	
Learning/Cognitive Disabilities		Cross Battery	
Traumatic Brain Injury (TBI)		Speech- Articulation, Voice, Fluency, Language	
Cultural Difference/Cultural Responsiveness		Early Intervention	
Limited English Proficiency (LEP)		Traumatic Brain Injury	
Early Childhood		Instruction	
Applied Behavior Analysis (ABA)		Early Childhood	
Vision		Legal Issues	
Occupational Therapy (OT)		Cultural Differences/Responsiveness	
Physical Therapy (PT)		Limited English Proficiency	
Speech-Language Therapy		Occupational Therapy	
Vocational		Physical Therapy	
Assistive Technology (AT)		Report Writing	
Auditory Impairments		Vocational	
Medical Exams		Transition	
Music Therapy		Assistive Technology	

Non-Verbal/Low Incident Evaluation		Auditory Impairments	
Bilingual		Deaf Interpreting	
Dyslexia		Interpreting/Translation	
Music Therapy		Low Incident Disabilities	

Please enter below the years of experience requested for Program Improvement and for Professional Development.

Program Improvement	Years of Experience	Professional Development	Years of Experience
Autism		Autism	
ADHD		Emotional Disturbance	
Emotional Disturbance		ADHD	
Behavior Management		Behavior Management	
Learning/Cognitive Disabilities		Report Writing	
TBI		Cross Battery	
Instruction		Learning/Cognitive Disabilities	
Cultural Differences/Responsiveness		Instruction	
LEP		TBI	
Early Childhood		Cultural Differences/Responsiveness	
ABA		LEP	
Speech Therapy		Early Childhood	
Vision		ABA	
Report Writing		OT	
Vocational		PT	
Transition		Vision	
Rett Syndrome/Multiple Disabilities		Speech Therapy	
Auditory Impairments		Vocational	

Interpreting/Translation of Languages		Transition	
Dyslexia		Assistive Technology	
		Auditory Impairments	
		Rett Syndrome/Multiple Disabilities	

Please enter the number of years of experience for the direct services indicated below.

Direct Services	Years of Experience
Counseling/psychology services	
Educational Diagnostician	
Occupational Therapy	
Physical Therapy	
Speech Therapy	
Music Therapy	
Optometry/Ophthalmology	
Deaf Interpreting	
Audiology	
Consulting services with expertise in behavior	
Consulting services with expertise in instructional/intervention resources	
Consulting services with expertise in Program Improvement	
Bilingual Evaluations/Therapy	
Dyslexia	
Other	

5.0 PRICING SHEET

The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this Proposal and have not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any Eanes ISD employee, member of Eanes ISD' Board of Trustees, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Eanes ISD's Purchasing personnel; or in any discussions or actions between proposers and any Eanes ISD employee, member of Eanes ISD's Board of Directors, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

- ☐ An individual proprietorship
- ☐ A partnership
- ☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____
_____ Street Address

Name: _____
_____ City State

Zip

Title: _____ Phone #: _____
_____ Please Print

E-mail: _____ Fed ID #: _____

The company or provider agrees to provide the specified Special Education Services to Eanes ISD at the rates indicated below and agrees to hold the rates firm for the term of the Agreement, including the optional renewal years.

Please check each service that your firm is proposing to provide and enter the rates you are proposing:

Company Name:					
		Per Hour Rate	Part-Time Rate (4 Hours)	Full Day Rate (8 hours)	Per Session Rate
1	Academic instruction	\$	\$	\$	\$
2	Adapted PE	\$	\$	\$	\$
3	American Sign Language Interpretation	\$	\$	\$	\$
4	Assistive Technology	\$	\$	\$	\$
5	Audiological Services	\$	\$	\$	\$
6	Behavior Specialist	\$	\$	\$	\$
7	Behavior Support	\$	\$	\$	\$
8	Board Certified Behavior Analysis (BCBA)	\$	\$	\$	\$
9	Board Certified Otologists (MD)	\$	\$	\$	\$
10	Braille Production	\$	\$	\$	\$
11	Certified Interpreter for the Deaf	\$	\$	\$	\$
12	Counseling	\$	\$	\$	\$
13	Dyslexia Specialists and	\$	\$	\$	\$
14	Educational Consultants with Expertise in Behavior	\$	\$	\$	\$
15	Educational Consultants with Expertise in Instructional/Intervention Resources	\$	\$	\$	\$
16	Educational Consultants with Expertise in Program Improvement	\$	\$	\$	\$
17	Educational Diagnostician	\$	\$	\$	\$
18	General Instruction	\$	\$	\$	\$
19	In Home Trainer	\$	\$	\$	\$
20	Language Interpretation Services	\$	\$	\$	\$
21	Language Translation Services	\$	\$	\$	\$
22	Legal Services	\$	\$	\$	\$
23	Licensed Audiologists	\$	\$	\$	\$
24	Licensed Music Therapists	\$	\$	\$	\$
25	Licensed Occupational Therapists	\$	\$	\$	\$
26	Licensed Physical Therapists	\$	\$	\$	\$
27	Licensed Professional Counselor	\$	\$	\$	\$
28	Licensed Psychologists	\$	\$	\$	\$
29	Licensed Specialist in School Psychology	\$	\$	\$	\$
30	Licensed Speech-Language Pathologist	\$	\$	\$	\$

31	Life Skills Instruction	\$	\$	\$	\$
32	Music Instruction	\$	\$	\$	\$
33	Music Therapy	\$	\$	\$	\$
34	Nursing	\$	\$	\$	\$
35	Occupational Therapy	\$	\$	\$	\$
36	Optometrists/Ophthalmologists (MD)	\$	\$	\$	\$
37	Orientation & Mobility	\$	\$	\$	\$
38	Physical Therapy	\$	\$	\$	\$
39	Professional Learning	\$	\$	\$	\$
40	Recreational Therapy	\$	\$	\$	\$
41	Social Worker	\$	\$	\$	\$
42	Teacher of Students with Auditory Impairments	\$	\$	\$	\$
43	Teacher of Students with Visual Impairments	\$	\$	\$	\$
44	Texas Certified Educational Diagnosticians	\$	\$	\$	\$
45	Transition Services	\$	\$	\$	\$

6.0 Required Forms

- A. Deviation/Compliance Signature Form
- B. Confidentiality Declaration Form
- C. Certification for Criminal History Check
- D. Felony Conviction Notification
- E. EDGAR Certifications for Contracts funded by Federal Grants
- F. Legal Compliance
- G. Conflict of Interest; Form CIQ
- H. Data Protection Agreement
- I. Central Texas Purchasing Alliance Clause
- J. Certificate of Residency
- K. Antitrust Certification Statement
- L. Commitment to Provide Insurance Certificate
- M. General Certifications
- N. W9

ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL, OR PROPOSAL MAY BE DEEMED NONRESPONSIVE.

	DEVIATION/COMPLIANCE SIGNATURE FORM
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RFP #20192020-005

Company Name _____

Address	City	State	Zip
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Phone Number	Fax Number
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If the undersigned bidder intends to deviate from the Eanes ISD Terms & Conditions, the Scope of Services & Performance Requirements, or any other instruction and/or requirement set forth in this RFP document in any way, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Eanes ISD will consider any deviations in its award decisions, and Eanes ISD reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, Proposer assures Eanes ISD of their full compliance with the Eanes ISD Terms & Conditions, the Scope of Services & Performance Requirements, and all other information contained in this document.

☐ No Deviation

☐ Yes Deviation - If yes is checked, please list below:

[illegible]

	TEXAS EDUCATION CODE CHAPTER 22 CERTIFICATION FOR CRIMINAL HISTORY CHECK
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Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Providers must certify to Eanes ISD that they have complied and must obtain similar certifications from their s, if any. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. For more information or to set up an account, Provider should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employees: Employees of a provider who have or will have continuing duties related to the service to be performed at Eanes ISD and have or will have direct contact with students. Eanes ISD will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: (1) Any conviction or other criminal history information designated by Eanes ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Provider"), I, the undersigned authorized signatory for Provider, certify to the Eanes ISD that: **[check one]:**

☐ None of the employees of Provider and any sub-providers are *covered employees*, as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any sub-providers will not become *covered employees*. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of the employees of Provider and any sub-providers are *covered employees*. If this box is checked, I further certify that:

- 1) Provider has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2) If Provider receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Eanes ISD in writing within three (3) business days.
- 3) Upon request, Provider will provide Eanes ISD with the name and any other requested information of covered employees so that Eanes ISD may obtain criminal history record information on the covered employees.
- 4) If Eanes ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Provider agrees to discontinue using that covered employee to provide services at Eanes ISD.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name	Printed Name of Company Representative
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Signature	Date
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For additional information on how to comply with this statute, please contact the Eanes ISD Business Office, 512-732-9036, purchasing@eanesisd.net

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

FELONY CONVICTION NOTICE

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

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

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

Choose A, B or C

Vendor's Name: _____

Authorized Company Officer's Name: _____

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: _____

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Eanes ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Eanes ISD, Eanes ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Proposer agree? YES _____ Initials of Authorized Representative

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Eanes ISD, Eanes ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Provider, in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Eanes ISD also reserve the right to terminate the contract immediately, with written notice to Provider, for convenience, if Eanes ISD believes, in its sole discretion that it is in the best interest of Eanes ISD to do so. The Provider will be compensated for work performed and accepted and goods accepted by Eanes ISD as of the termination date if the contract is terminated for convenience of Eanes ISD. Any award under this procurement process is not exclusive and Eanes ISD reserves the right to purchase goods and services from other providers when it is in the best interest of Eanes ISD.

Does Proposer agree? YES _____ Initials of Authorized Representative

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order

11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Eanes ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Proposer agree? YES _____ Initials of Authorized Representative

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Eanes ISD, during the term of an award for all contracts and subgrants for construction or repair, Proposer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Proposer agree? YES _____ Initials of Authorized Representative

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies

or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Eanes ISD, Proposer certifies that during the term of an award for all contracts by Eanes ISD resulting from this procurement process, Proposer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Proposer agree? YES _____ Initials of Authorized Representative

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Eanes ISD, Proposer certifies that during the term of an award for all contracts by Eanes ISD resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Proposer agree? YES _____ Initials of Authorized Representative

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Eanes ISD, Proposer certifies that during the term of an award for all contracts by Eanes ISD resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Proposer agree? YES _____ Initials of Authorized Representative

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Eanes ISD, Proposer certifies that during the term of an award for all contracts by Eanes ISD resulting from this procurement process, Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Proposer agree? YES _____ Initials of Authorized Representative

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Eanes ISD, Proposer certifies that during the term and after the awarded term of an award for all contracts by Eanes ISD resulting from this procurement process, Proposer certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Proposer agree? YES _____ Initials of Authorized Representative

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Eanes ISD for any contract resulting from this procurement process, Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Proposer further certifies that Provider will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports

or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Proposer agree? YES _____ Initials of Authorized Representative

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Eanes ISD for any contract resulting from this procurement process in excess of \$100,000, Proposer certifies that Proposer is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Proposer agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Eanes ISD for any contract resulting from this procurement process, Proposer certifies that Proposer will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Proposer agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Proposer certifies that Proposer is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Proposer agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF NON-COLLUSION STATEMENT

Proposer certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Proposer agree? YES _____ Initials of Authorized Representative

Proposer agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Proposer's Name/Company Name: _____

Address, City, State, and Zip Code: _____
Phone Number: _____ Fax Number: _____
Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

	LEGAL COMPLIANCE
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RFP # 20192020-005

It is the proposing company's duty and responsibility to have knowledge of, and be responsible for, compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all federal, state, and local laws, rules and regulations related to the performance of services or supply of goods to the Eanes ISD?

YES _____ NO _____

Your signature below certifies the accuracy of your answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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 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:

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"]

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

Antitrust Certification Statement (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____ _____ _____ Address _____ _____ _____ Phone _____ Fax _____	Bidder _____ Signature _____ Printed Name _____ Position with Company _____ Official Authorizing Bid _____ Signature _____ Printed Name _____ Position with Company
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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, **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

Signature: _____ Date: _____

ATTACH THE FOLLOWING FORMS TO YOUR PROPOSAL:

1. Copy of General Certifications
2. W9
3. ACCORD formatted Insurance Certificate naming Eanes ISD