

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

REQUEST FOR PROPOSALS (RFP)
Special Education Contracted Services
RFP # 201920-007

The Eanes ISD Independent School District ("District") invites qualified firms and individuals to submit Proposals for Special Education Contracted Services. This Request for Proposal can be reviewed and downloaded at the following website:

https://www.Eanesisd.net/dept/purchasing/bid

If you are an interested firm or individual, the District invites you to submit a Proposal Response via email to purchasing@eanesisd.net with the following Subject Line:

RFP 201920 007 Special Education Contracted Services

Awards will be made to multiple vendors during the Solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposals are received they will be evaluated and either accepted or rejected by the District. Applicants will then be notified of the District's decision. Proposal responses will be accepted through Friday, April 30, 2021 at 2:00 PM. Contract will be effective the date of award until April 29, 2022 with the option to extend another four (4) years annually.

This is a negotiated procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Award(s) will be made to the Vendor(s) submitting the best responsive proposal satisfying Eanes ISD's requirements, price and other factors considered. RFP will be awarded to several qualified Vendors.

The Board of Trustees reserves the right to reject any and/or all Proposals, to award contracts for individual services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes ISD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

Sincerely,

Sylvie Pouget

Sylvie Pouget Purchasing Coordinator, Eanes ISD

PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

The purpose of this Request for Proposal ("RFP") is to solicit proposals from eligible vendors for comprehensive Special Education Contracted Services. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected, and the contractual terms by which Eanes ISD intends to govern the relationship between itself and the selected vendor(s).

District Overview:

- 1. Eanes ISD covers an area of approximately 31.2 square miles and includes parts of Austin as well as the municipalities of Rollingwood and Westlake Hills.
- **2.** A map of the District is available at the following District website address: https://www.eanesisd.net/district/maps
- 3. Eanes ISD currently has one (1) Adult Transition Services facility, one (1) high school, two (2) middle schools and six (6) elementary schools.

2. Proposal Submissions

To be considered, the Proposal must be prepared in the manner and detail specified in this RFP.

- a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
- b. **Proposal Format and Content**: Proposals should include the following information and content:
 - i. Title Page
 - ii. Business Identification
 - iii. Additional Requirements
 - iv. Compliance with Specifications
 - v. Past Performance / Demonstrated Effectiveness
 - vi. Cost
- c. Proposals shall be submitted via email to purchasing@eanesisd.net and subject line should read: RFP 201920-007 Special Education Contracted Services. A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation.
- d. To be eligible for consideration, electronically proposals will be accepted no later than 2:00 PM CST on April 30, 2021 (Proposal Submission Deadline) along with the required original signature pages and required forms. 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.

- e. All proposals must be received by the deadline. Proposals submitted after the opening time and date will NOT be accepted. Fax or mailed proposals will NOT be accepted.
- **f. Pre-Proposal Meeting**: Not applicable.
- g. Proposal Guarantee: Not applicable.
- h. Eanes ISD reserves the right to reject any and/or all Proposals, to award service contracts as may appear advantageous to Eanes ISD, and to waive all formalities in the procurement process. Written notice of award emailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party; however, Eanes ISD reserves the right to tender its own contract for services.
- i. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- j. Vendor shall provide information on any costs that Eanes ISD may incur related to the requested services. Vendor must specify all costs (i.e., administrative fees, processing fees, travel fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect Eanes ISD to incur any costs, the Proposal shall state "No costs to Eanes ISD."
- **k.** Eanes ISD is exempt from federal excise tax, state, and local tax. Do not include tax in cost figures. Any taxes included in cost figures will not be included in the tabulation of any awards.
- **l.** Any Proposals submitted in response to this RFP will become irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- **m.** Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, Eanes ISD shall expect to receive the service(s) exactly as specified.
- **n.** Eanes ISD reserves the right to select any offer it deems the best value, regardless of price.
- **o.** Eanes ISD may accept multiple offers for the same services.

3. Required Forms (Certifications and Representations)

Vendor shall execute the required forms included with this RFP.

4. RFP Clarification

Questions must be submitted via email to Sylvie Pouget, Purchasing Coordinator, at spouget@eanesisd.net. In the email subject line, type: Questions – RFP-Special Education Contracted Services for Eanes ISD.

Questions submitted by potential respondents and the answers prepared by Eanes ISD, along with Addenda to this RFP, if applicable, will be posted on the Eanes ISD website: https://www.eanesisd.net/dept/purchasing/bid.

Oral answers provided by Eanes ISD or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from Eanes ISD.

5. Proposer Responsibility

Eanes ISD expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP, amendments and addenda. Vendor's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP. Objections considered by Eanes ISD as excessive or affecting vital terms may reduce or eliminate Vendor's prospects for award.

6. Completeness

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of a Proposal is allowed based on proof of mechanical error; however, Vendor may be removed from approved vendor list.

7. False/Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service, may be rejected. If, in the opinion of Eanes ISD, such information was intended to mislead Eanes ISD in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

8. Proposal Signature

The Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).

9. Selection of Vendor(s)

Eanes ISD may award this RFP to multiple Vendors or to the Vendor Eanes ISD determines, in its sole discretion, provides the best value to Eanes ISD, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under EVALUATION CRITERIA.

A contract or award letter for Special Education Contracted Services may be executed with successful vendors as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

10. Contract Period

Eanes ISD reserves the right to extend any resulting service contract for an additional 60 days beyond the final expiration date if necessary to ensure no lapse in services. The parties, by mutual consent, may also renew any resulting service agreement for up to four additional one-year periods, subject to the same terms, conditions, favorable prices, and mutual agreement between Vendor and EANES ISD. Eanes ISD is not obligated to renew any service agreement for additional terms beyond the base service year.

PART II: SPECIFICATIONS AND SCOPE OF WORK

1. Overview

Eanes ISD is requesting the following Special Education Contracted Services. Vendor shall check off one or more of the services provided by the interested firm or individual:

- Academic Assessment
- o Academic Instruction
- Adaptive Physical Education
- o American Sign Language Interpretation
- Assistive Technology
- Audiological Services
- Behavior Specialist
- Behavior Support
- Bilingual Evaluation
- Board Certified Behavior Analysis (BCBA)
- o Braille Production
- Central Auditory Processing
- o Counseling
- o Educational Diagnostician
- Functional Behavioral Assessment
- o Functional Vocational Evaluation

- General Instruction
- o In Home Trainer
- Language Interpretation Services
- Language Translation Services
- o Legal Services
- Licensed Music Therapists
- o Licensed Professional Counselor
- Licensed Specialist in School Psychology
- Licensed Speech-Language Pathologists
- Life Skills Instruction
- Low Vision Evaluation
- Medical Exam
- Music Instruction
- Music Therapy
- Nursing
- Occupational Therapist
- Orientation and Mobility
- Otological Exam
- Physical Therapy
- o Professional Learning
- o Psychological Assessment
- Recreational Therapy
- Social Skills
- Social Worker
- Speech Language Pathologist
- o Teacher of Students with Auditory Impairments
- o Teacher of Students with Visual Impairments
- Transition Services

2. Scope of Services

- a. Vendor shall ensure compliance with all applicable federal, state, local statutory requirements, State Board of Education and Texas Department of Health & Human Services rules, as well as Eanes ISD's local board policy with respect to special education and/or related aids and services.
- b. Vendor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to the designated campus administrator.
- c. Vendor's assigned staff members shall be responsible for the following, as applicable:
 - i. Providing special education and/or related aids and services as determined for each assigned student;
 - ii. Maintain logs and therapy notes for student services
 - iii. Provide logs with invoice for therapy
 - iv. Attending ARD meetings;
 - v. Maintaining and submitting individual student reports to Eanes ISD;

- vi. Completing or assisting with individual evaluation plans;
- vii. Completing progress reports for services
- viii. Consulting with school staff
- ix. Completing evaluations, IEPs, and Progress reports on the Frontline system
- x. Assisting Eanes ISD staff with their students' IEP progress reports;
- xi. Assisting school staff with equipment orders if applicable
- xii. Creating collaborative relationships on school campuses; and
- xiii. SHARS billing for each assigned student, if applicable.

PART III: EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. General Considerations

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Award(s) will be made to the Vendor(s) submitting the best responsive proposal satisfying Eanes ISD's requirements, price and other factors considered. In the event that one Vendor cannot meet all of the requirements outlined in the RFP, the award may be divided among several qualified Vendors.

The committee evaluating the Proposals submitted in response to this RFP may require any or all Vendors to give an oral presentation to clarify or elaborate on their Proposal, as well as to provide a demonstration. Upon completion of oral presentations or discussions, Vendors may be requested to revise any or all portions of their Proposals.

2. Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in Eanes ISD's best interest, to include but not be limited to:

- Ability to meet specifications.
- Pricing
- Responsiveness to RFP terms and conditions.
- References.
- Experience.
- Personnel qualifications.
- Vendor's past relationship, if any, with Eanes ISD or other schools.
- Use of products that protect the environment and human health, if applicable.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The impact on the ability of Eanes ISD to comply with laws and rules relating to historically underutilized businesses.
- Vendor's service and delivery capabilities.
- Any other relevant factor specifically listed in the RFP.

Eanes ISD will evaluate each Vendor's Proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and best value on the pre-determined evaluation criteria below

10 Points	The adequacy, completeness of the plan offered addressing the Scope of Service
15 Points	Vendor's ability to participate in Eanes ISD operating mechanisms outside of student services (i.e. tactical meetings, check ins)
15 Points	Vendor's ability to add short term related support services as needed (i.e. maternity leave, unexpected student need)
20 Points	Vendor's reputation and references
40 Points	Vendor's ability to provide the necessary related services with required minimum education/certification qualifications.
100 Total Allow	vable Points

Eanes ISD may use Eanes ISD staff, independent evaluators or a combination of both to evaluate and rank Proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. Eanes ISD may enter into negotiations with the highest ranked Vendors.

NOTE: After evaluation, any Proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. Eanes ISD reserves the right to request Best and Final Offers (BAFO) from all responsive Vendors.

PART IV: GENERAL TERMS AND CONDITIONS

- 1. **Proposal Submission**: Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
- 2. **Public Record**: All Proposals become the property of Eanes ISD. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
- 3. **Rejection/Award**: Eanes ISD reserves the right to reject and and/or all Proposals, to award contracts as may appear advantageous to Eanes ISD, and to waive all formalities in the procurement process.
- 4. **Evaluation of Proposals**: Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the

Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.

- 5. **Applicability**: These conditions are applicable and form a part of the contract documents in each supply and/or service contract, and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.
- 6. **Supplemental Information**: All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- 7. **Proposal Errors**: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Vendor may be removed from consideration or from any approved vendor list.
- 8. **Changes to Proposal**: Eanes ISD reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.
- 9. **Use of Brand Names**: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, Eanes ISD will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.
- 10. **Undue Influence**: In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with Eanes ISD board members or other school officials from the date this RFP is released until the award of a contract by Eanes ISD. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Eanes ISD representative in connection with the Proposal submitted.
- 11. **Gratuities**: Eanes ISD may, by written notice to Vendor, cancel any service agreement without liability to Eanes ISD if it is determined by Eanes ISD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of Eanes ISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by Eanes ISD pursuant to this provision, Eanes ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.
- 12. **Payment Terms**: Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by Eanes ISD, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice Eanes ISD neither more nor less frequently than once per month.

- 13. Independent Contractor: The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between Eanes ISD and Vendor or between Eanes ISD and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with Eanes ISD. Vendor is not to be considered an agent or employee of Eanes ISD and is not entitled to participate in any pension plans, bonus, or similar benefits that Eanes ISD provides to its employees. Eanes ISD and Vendor agree that Vendor and/or its employees are not covered under any Eanes ISD insurance policy, including but not limited to Eanes ISD's liability, property and casualty, or workers' compensation insurance policies. Eanes ISD shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.
- 14. **Fund Availability**: This agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by Eanes ISD's Board of Directors or otherwise not made available to Eanes ISD.
- 15. **Changes**: This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.
- 16. **Indemnity**: Vendor shall indemnify and hold harmless Eanes ISD and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court cos, penalties, and attorneys' fees that Eanes ISD incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of Eanes ISD is not the cause of the loss, claim, damage, expense, or cost.
- 17. **Termination**. Any resulting contract may be terminated by Eanes ISD at any time with or without cause and without penalty to Eanes ISD. In the event of termination by Eanes ISD prior to completion of the contract, compensation shall be prorated on the services actually performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
- 18. **Unsatisfactory Performance by Vendor Staff**: If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of Eanes ISD's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an Eanes ISD student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to Eanes ISD except upon consent of Eanes ISD's representative.
- 19. **Criminal Background Check**: All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must certify to Eanes ISD that the Vendor has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing services for Eanes ISD. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to Eanes ISD. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall

apply to any new personnel due to employee turnover. Vendor shall certify to Eanes ISD that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to Eanes ISD shall be prohibited from working on the contract.

- 20. **Enforcement**: It is acknowledged and agreed that Vendor's services to Eanes ISD are unique, which gives Vendor a peculiar value to Eanes ISD and for the loss of which Eanes ISD cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause Eanes ISD irreparable injury and damage. Vendor therefore expressly agrees that Eanes ISD shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if Eanes ISD is not in breach of this agreement.
- 21. **Governmental Immunity**: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO EANES ISD, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO EANES ISD UNDER APPLICABLE LAW.
- 22. Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF EANES ISD (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON EANES ISD'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON EANES ISD EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 23. **Assignment/Delegation**: No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of Eanes ISD. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
- 24. **Waiver**: The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 25. **Interpretation of Evidence**: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
 - 26. Applicable Law: The validity, enforceability and interpretation of any provision of this

agreement will be determined and governed by the substantive and procedural laws of the State of Texas.

- 27. **Record Keeping**: Eanes ISD, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
- 28. **Equal Opportunity**: Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 29. **Debarment and Suspension**: Neither Vendor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 30. **Rights to Inventions Made Under a Contract or Agreement**: Vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this agreement belongs to Eanes ISD as work-for-hire and all rights are reserved by Eanes ISD and/or the federal government in accordance with applicable federal law.



Vendor Response to EISD RFP #201920-007 for Special Education Contracted Services

Vendor Information:

Company Name:	
	State/Province:
Zip Code:	Country:
Web Address:	
Contact Name:	
Submit Purchase Orders via Email:	
Phone Number(s):	
Please attach an updated W-9 to your resp	ponse.
Vendor Certification:	
	read the specifications, which are a part of this RFP. My mit this Proposal, sign as a representative for Vendor, and
Signature of Authorized Agent:	
Printed Name and Title of Agent:	
Telephone Number:	
Email Address:	

EDGAR VENDOR CERTIFICATION

When a Districts seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200.

A "NO" response to any of the items may, if applicable, impact the ability of the District to purchase from the Vendor using federal funds.

- 1. Vendor Violation or Breach of Contract Terms:
- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

- 2. Termination for Cause or Convenience:
- (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 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.

- 3. Equal Employment Opportunity:
- (C) Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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.

4. Right to Inventions Made Under a Contract or Agreement:

(D) If the Cooperative member's 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 or 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 (D) 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.

5. Clean Air Act and Federal Water Pollution Control Act:

(E) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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 agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

6. Debarment and Suspension:

(F) 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 1966 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 (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 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.

7. Byrd Anti-Lobbying Amendment:

(G) Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Pursuant to Federal Rule (G) 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).

8. Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR § 200.333:

(H) 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.

Pursuant to Federal Rule (H) 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 retention requirements detailed in 2 CFR § 200.333.

9. 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.

10. 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).

11. 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.

12. 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.

Vendor Certification Item Number		Vendor Certification:	
	YES, I aq NO, I do	gree or NOT agree	
1. Vendor Violation or Breach of Contract Terms	YES	NO	
2. Termination for Cause or Convenience	YES	NO	
3. Equal Employment Opportunity	YES	NO	
4. Right to Inventions Made Under a Contract or Agreement	YES	NO	
5. Clean Air Act and Federal Water Pollution Control Act	YES	NO	
6. Debarment and Suspension	YES	NO	
7. Byrd Anti-Lobbying Amendment	YES	NO	
8. Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR § 200.333	YES	NO	
9. Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts in Excess of \$100,000 of Federal Funds	YES	NO	
10. Certification of Compliance with the Energy Policy and Conservation Act	YES	NO	
11. Certification of Compliance with Buy America Provisions	YES	NO	
12. Certification of Non-Collusion Statement	YES	NO	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name	-
Signature of Authorized Company Official	-
Printed Name	 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.	OFFICE USE ONLY
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).	Date Received
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. <i>See</i> 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.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or list other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable income governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 mm.	h the local government officer. h additional pages to this Form kely to receive taxable income, tincome, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B).	
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.

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Eanes Independent School District

601 Camp Craft Road, Austin Texas 78746

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give <u>advance notice</u> 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:
Title:
A. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature:
B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (list names and titles):
Details of Conviction:
Signature:
C. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
Signature:
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:

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 redisclose 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 ex	recuted this DPA effective
Contractor:	EANES INDEPENDENT SCHOOL DISTRICT
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A to DATA PROTECTION DPA

List Inserted:	Yes	No	
			east one box and/or add description under gories of District Data" before signing.
			VENDOR:
			Signature:

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

EANES ISD

Insurance Requirements for Firms - Not Applicable for Independent Contractors

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 ACORD 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

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

Signature:	Date:	