



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

REQUEST FOR PROPOSALS (RFP)
White Fleet Vans & Trucks
RFP # 202021-001

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

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

If you are an interest firm, the District invites you to submit a Proposal Response to the EISD Purchasing Office via email at purchasing@eanesisd.net. Proposal Responses will only be accepted via email. Mailed or faxed copies will not be accepted at any time.

Subject Line Must Read: RFP 202021-001 White Fleet Vans & Trucks

THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award. Responses shall be received any time but no later than **2:00PM on Monday July 20, 2020.**

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

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of the Board of Trustees, Eanes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

Sincerely,

Sylvie Pouget

Sylvie Pouget
Purchasing Coordinator, Eanes ISD

SCOPE

Eanes ISD is accepting Proposals for White Fleet Vans & Trucks, terms and conditions, requirements and specifications contained in this Solicitation. Please see detailed specification and pictures on Pages 21 & 22.

TIMELINE

RFP Issued: July 7, 2020

RFP Deadline: July 20, 2020 2:00PM (proposals accepted through this date & time)

CHECKLIST

ITEMS TO BE PROVIDED WITH ALL PROPOSAL SUBMITTALS

- **Cover Letter**
- **Attachments/ Exhibits** must be reviewed, signed and returned.
- **References.** List of 3 references (preferably school districts) that we may contact, including detailed explanation of experience in similar engagements.
- **Pricing.** Your pricing must be on the form provided as Section IV along with any supporting documentation you feel is necessary.
- **All Forms in Section V** must be filled out completely and accurately.

SECTION I General Instructions

1. **Description:** Eanes Independent School District (“EISD” or the “District”) is accepting Proposal Responses for possibly a multiple award contract for White Fleet Vans & Trucks in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.
2. **Submission of Proposals:**
 - 2.1 Electronic responses sent via email to: purchasing@eanesisd.net
 - 2.2 Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.
 - 2.3 Late Solicitation Responses will not be considered under any circumstances.
3. **Questions:**
 - 3.1 Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing to spouget@eanesisd.net with sufficient time allowed for a reply to reach Proposers before the submission of a Proposal.
 - 3.2 Verbal requests for clarification or additional information will not be addressed and will not be binding and will not be made part of the proposal documents.
 - 3.3 All interpretations or clarifications considered necessary by and approved by the District, in response to Proposer’s requests, will be issued in the form of an Addendum.
4. **Proposal Response:**
 - 4.1 The District will be accepting Proposal Responses through **Monday July 20, 2020 until 2:00PM.**
 - 4.2 Proposals must contain:
 - 4.2.1 The Proposal Response Form in Section IV in it’s entirety;
 - 4.2.2 Certifications/Representation Documents;
 - 4.2.3 Any additional documents required by the Solicitation;
 - 4.3 **W-9 Proposer Identification Number Certificate.** Proposer shall submit with their Proposal. Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract. A copy of the form can be found at:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
 - 4.4 The District reserves the right to reject any Proposal Response that the District considers inappropriate. The district shall also be the sole judge of acceptable Proposal Responses.
 - 4.5 Proposals submitted are encouraged to be in type-written or in print format. Due to the high volume of responses, any illegible proposals may be rejected.
 - 4.6 **Withdrawal of Proposals.** Any Proposer who is extended the privilege of withdrawing a Proposal because of having proven mechanical error in his or her Proposal may not be allowed to submit a Proposal on similar items for a period of one year unless this prohibition is waived by the Superintendent.
5. **General Terms, Conditions and Requirements for Solicitations.** This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached as part of this Solicitation. A copy may be obtained by contacting the Purchasing Coordinator.

- 5.1 Texas Education Code 44.031.
- 5.2 Purchasing and Acquisition, EISD Policy CH (Legal).
- 5.3 Purchasing and Acquisition, EISD Policy CH (Local).

6. Term of Contract.

- 6.1 Contracts created by this Solicitation shall be in effect from the date of award **through August 26, 2021.**
- 6.2 Eanes ISD reserves the right to extend the contract at the District's sole **option for 4 (four) additional one-year periods.**
- 6.3 All extensions will be done in writing prior to the end of the current contract.

7. Award of Contract.

Award of contract may be in the form of a Purchase Order issued by EISD or a formal Contract, duly executed by each of the contracting parties.

7.1. If the Contract is issued in the form of a Purchase Order, the Purchase Order, together with any other documents which the Purchasing Department has attached thereto as part of the Purchase Order, constitutes an offer by the District to purchase from the Vendor the Supplies and/or services indicated on the Purchase Order, subject to these terms and conditions. The Purchase Order is the sole and complete contract between the District and the Vendor with respect to the Supplies and services ordered, and supersedes all prior oral and written understandings. No additional terms or modifications to the Purchase Order proposed by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District unless the Purchasing Department expressly assents thereto in writing. Purchasing Department's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.

7.2. Acceptance of the Purchase Order is conditional of Vendor's assent to the terms and conditions herein. EISD hereby expressly object to and rejects any terms or conditions addition to or different from those herein, whether previously or hereafter proposed in any writing from Vendor unless Purchasing Department has expressly agreed therewith in writing, if the terms and conditions herein are not acceptable, the Vendor must contact the Purchasing Department in writing upon receipt of the order and withhold performance until the matter is resolved in writing. The Vendor shall be deemed to have accepted the order on the terms herein upon commencement of performance.

7.3. If a formal contract is issued (in addition to – or in the place of a Purchase Order), the terms and conditions of the contract shall be governed in the following order;

- 7.3.1. The original Solicitation;
- 7.3.2. Any addenda submitted prior to the open of the Solicitation;
- 7.3.3. The accepted portions of the vendor's submission to the Solicitation; and
- 7.3.4. Any subsequent contractual documents agreed upon by both parties.

7.4 Partnership and/or Subcontracting. If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the Solicitation, EISD reserves the right to:

- 7.4.1. Reject the Vendor's offer based on that/ those partnership(s) and/ or Subcontractors.
- 7.4.2. Accept, at its opinion, subsequent offers with new partnership(s) and or Subcontractors, should those in initial offer be unacceptable for any reason.

8. Evaluation, Negotiations and Award.

- 8.1 Each Proposal Response will be evaluated based on the requirements set forth in Section II, Special Instructions.
- 8.2 Vendors are encouraged to submit proposals as soon as possible.
- 8.3 Awards will be made to Proposers that have received an acceptable evaluation rating on all criteria.
- 8.4 Preference will be given to those responses that offer discounts pricing as well as prompt payment discounts.
- 8.5 As Proposals are accepted by the District, individual awardees will be notified.

9. Type of Contract. Firm-Fixed Discount. Discounts shall remain firm for the life of the contract.

-End of Section I-

SECTION II SPECIAL INSTRUCTIONS

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

1. Rules of Preparation.

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

2. Pricing.

- 2.1 Proposers must indicate a primary discount, but may offer multiple discounts by category. Leaving the Cost Proposal Section blank may be grounds for disqualification.
- 2.2 For any proposals indicating a discount range, the District will adopt the highest percentage listed as the fixed, firm discount in consideration of award.
- 2.3 Any proposals indicating "call for quotes" instead of a primary discount percentage will be considered non-responsive to this solicitation.
- 2.4 The discount percentage will remain firm during the length of the contract, and any extension periods.
- 2.5 Prices for this RFP cannot be increased for 30 days after the contract begins. In order to change a price list, a new or amended price list must be submitted to the Purchasing Department by the Proposer and approved by the Purchasing Department prior to the requested price change. Otherwise the last EISD approved price list remains in effect until such time that EISD approves the price change.
- 2.6 Price reductions shall be offered immediately upon becoming available to a vendor after award.

3. Evaluation Process.

- 5.1. Upon receipt of proposals, the District's Evaluation Team will review the proposals and may request additional information, as deemed appropriate.
- 5.2. Award will be made to Proposers based on the following requirements. Proposers not meeting the requirements will be deemed non-responsive and will not receive an award under this solicitation.
 - 5.2.1. Cost Proposal Section, preference will be given to those vendors who offer the greatest discount.
 - 5.2.2. Prompt Payment Discount, preference will be given to those vendors who offer prompt payment discounts.
 - 5.2.3. Prompt availability of vans and trucks.
 - 5.2.4. Vendor References and all forms in Section V.
- 5.3. The District reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the District.

4. Award.

- 6.1. Awards will be made at the August 25, 2020 Board meeting.
- 6.2. Each Vendor will be contacted via e-mail of their approval.

-End of Section II-

SECTION III Scope of Services

EISD is seeking to establish an agreement with one or more Businesses, Public or Private Organizations, or other entities that wish to provide White Fleet Vans & Trucks to the District.

1. District Overview.

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

2. Reports. The Proposer may be requested to provide reports detailing the following information:

- 2.1 Number of orders issued by campus/department.
- 2.2 Items being ordered.
- 2.3 Dollar amount of each order.
- 2.4 Total expenditure for District by campus/department.

3. Invoicing and Payment.

- 3.1 Invoices should be submitted showing the list price of each individual item with the discount being applied against the total of the order.
- 3.2 Invoices shall be sent to accountspayable@eanesisd.net.
- 3.3 Payment terms will be Net 30 days unless otherwise authorized by the District or a prompt payment discount has been offered.
- 3.4 Payment period does not commence until receipt and approval of wither the product or properly prepared invoice by the ordering campus/department.

-End of Section III-

SECTION IV Proposal Response Form

If a parent company is submitting more than one subsidiary company, a separate Proposal should be submitted for each company name.

1. Cost Proposal Section

Item Description	Cost Per Unit	% Disc. Offered

Special Conditions/Availability

2 Return Policy and Guarantees

2.1 Please explain return policy:

2.2 Please attach Guarantees to RFP: _____

3 Prompt Payment Discount

Discount %	Discount Days Due	Standard Days Due

4 Product Category – Please check all that apply.

1. ☐ Transit Van - T150

2. ☐ Transit Van – T250

3. ☐ 10 Passenger Van

4. OTHER: _____

5 Proposer's Certification

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

Name: _____ Title: _____

Proposers Signature: _____ Date: _____

-End of Section IV-



Request for Proposal (RFP) SECTION V Questionnaire & Forms

Vendor Information:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Country: _____

Web Address: _____

Contact Name: _____

Contact Email Address: _____

Submit Purchase Orders via Email: _____

Phone Number(s): _____

Please attach an updated W-9 here:

Vendor References:

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

1. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

2. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

3. Company Name: _____

Address: _____

Contact: _____ E-Mail: _____

Phone Number: _____

CONFLICT OF INTEREST QUESTIONNAIRE

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 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 not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Officer: _____

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

Details of Conviction: _____

Signature of Company Officer: _____

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

Signature of Company Officer: _____

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

Signature of Company Officer: _____

Date: _____

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Vendor Name: _____

Address: _____

City/Municipality: _____ State/Province: _____

Zip Code: _____ Country: _____

E-mail Address: _____

Authorized Company Officer's Signature: _____

Print Company Officer's Name: _____

Title of Officer: _____

Date: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies know to have contracts with, or supply services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the 'Vendor Companies'), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. See Texas Government Code § 2270, 808 and 2252.151-2252.154.

Proposer Certification (Terrorist Organizations & Boycotting of Israel):

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

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

Vendor Name: _____

Address: _____

City/Municipality: _____ State/Province: _____

Zip Code: _____ Country: _____

E-mail Address: _____

Authorized Company Officer Signature: _____

Print Company Officer's Name: _____

Title of Officer: _____

Date: _____

EANES ISD DATA PROTECTION AGREEMENT (“DPA”)

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

1. “District Data” means all information, including, but not limited to, business, administrative, financial, student, and personnel information, work product, and other intellectual property that is: (1) created by EISD, its employees, contractors, agents, affiliates, students, parents, and users, or provided or otherwise made available to Contractor, its employees and agents by EISD, its employees, contractors, agents, affiliates, students, parents, and users through the Services or otherwise in connection with the Services; or (2) gathered by Contractor, its employees and agents through the Services or other means (e.g., Contractor technology) in connection with the Services. District Data includes, but is not limited to, any information that is protected by law, such as “personally identifiable information” and student “education records” as those terms are defined under the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”). District Data does not include “de-identified” information as that term is defined by the U.S. Department of Education for purposes of FERPA.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: _____

EANES INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A to DATA PROTECTION DPA

Other types or categories of District Data:

List Inserted: Yes No

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

VENDOR: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

EANES ISD INSURANCE REQUIREMENTS

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

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

Eanes ISD, its officers, employees and agents.

- Certificate Holder must name:

Eanes Independent School District
601 Camp Craft
Austin, TX 78746

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

Matt Greer
Director of Safety and Risk Management
Eanes ISD
601 Camp Craft
Austin, TX 78746

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

Signature: _____ Date: _____

CERTIFICATE OF RESIDENCY

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

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

Section: 2252.001

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

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

Section: 2252.002

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

I certify that

(Name of Company Bidding)

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

_____ Resident Bidder _____ Non-resident Bidder

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

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

CENTRAL TEXAS PURCHASING ALLIANCE ADOPTION CLAUSE

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

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

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

_____YES

_____NO

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is No Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Year	Mod	Price
2019	T-150 CARGO or 250	
Qty 4	MSRP	
	SALES PRICE	
	REBATES	
	FINAL SALES PRICE	
Accessories: 130" short roof: tow package, 3.7l engines, HD flooring, sliding side door, rear door glass, backup camera, and backup/reverse alarm. The ladder racks we were wanting were the EZ Drop Combo Ladder Racks (or similar). One side ladder rack with a drop down and the other side for materials.		
Storage system inside: Interior would be something similar to this from Kargo Master but preferably with a closable divider that seals off the cab from the back.		

2019	TRANSIT XLT Connect or Regular Connect	
Qty 4	MSRP	
	SALES PRICE	
	REBATES	
	FINAL SALES PRICE	
Accesorries: standard ladder rack on top, sliding side door, cargo floor mat, backup camera, and backup/reverse alarm		
cargo Storage system inside similar to Kargo Master		

Year		
2019	10 Seat PASSENGER VAN	
Qty 1	MSRP	
	SALES PRICE	
	REBATES	
	FINAL SALES PRICE	

Vehichle Inventory Tax per vehicle	
Tag, Title and Tax per Vehcile	

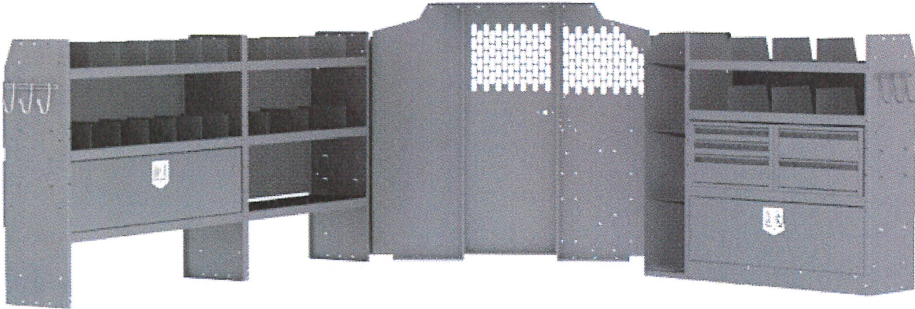
* We are a school district and may be tax exempt from some of these taxes.

* School district are part of local government so we may qualify for government rebates or commerical pricing.

Year* if the 2019 are less expensive we like those. If the 2020 are better price then quote that.



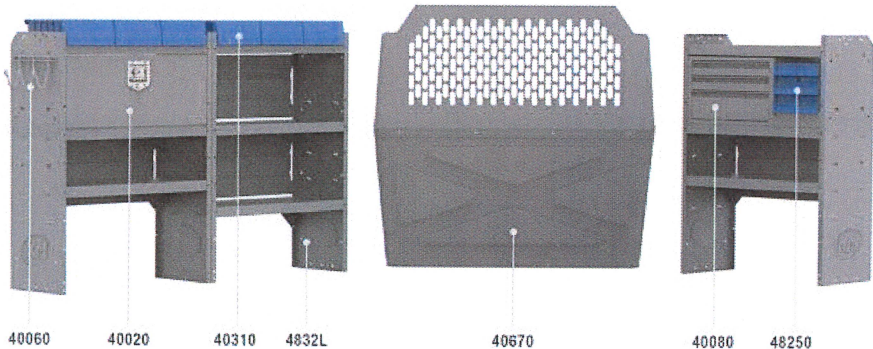
Interior would be something similar to this from Kargo Master but preferably with a closable divider that seals off the cab from the back. Like the transits we saw at your dealership. Those were plastic with a clear window. It cools/heats the cab faster. It also helps with noise and rattling from the back.



For the Connects, a **standard ladder rack, sliding side door, cargo floor mat, backup camera, and backup/reverse alarm**



For the Connect storage, something similar to this from Kargo Master.



We realize some vehicles on your lot may have different options already installed. You can price them individually if needed.