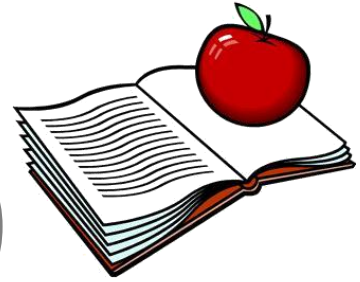


# ALVIN AISD



## *Purchasing Department*

### Independent Contractor/Consultant Agreement CCA Packet

Contracts with a yearly aggregate  
under \$10,000  
within a specified AISD category.  
Valid per school year.

- New Vendor to the Alvin ISD
- Value of Contract justified agreement status due to short term usage and/or services supplied to the district with low dollar value for the year.
- These Contracts will be posted to the \$50,000 commodity aggregate as outside bid category.

Dear Independent Contractor/Consultant:

Following is the Services Agreement (“Agreement”) between the Alvin Independent School District (“Alvin ISD” or “District”) and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required for Alvin ISD to enter into an agreement with Contractors.

**The Agreement and all related forms and questionnaires must be filled out completely and approved prior to services being performed.**

**NOTICE TO CONTRACTORS:** Please be advised, Alvin ISD has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all Alvin ISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. **All Agreements must be approved by the Purchasing department, signed by both parties, and have an approved purchase order (P.O.) in place before services can be rendered and invoices can be submitted to the District for payment.**

If you have any questions, please contact Jennifer Ortiz, Contracts Specialist at 281-824-0567 or via e-mail at [jortiz@alvinisd.net](mailto:jortiz@alvinisd.net).

**AGREEMENT PACKET CHECKLIST:**

Document Name	Party Responsible for Completing
1. <input type="checkbox"/> Indep Contractor/Consultant Services Agreement	Contractor
2. <input type="checkbox"/> Consultant/Contractors Certification Form	Contractor
3. <input type="checkbox"/> Debarment Form	Contractor
4. <input type="checkbox"/> Form W-9	Contractor
5. <input type="checkbox"/> Hold Harmless Agreement	Contractor
6. <input type="checkbox"/> Conflict of Interest Questionnaire	If applicable, visit Alvin ISD Purchasing website for form.
7. <input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)	If applicable, visit Alvin ISD Purchasing website for form.

**INDEPENDENT CONTRACTOR/CONSULTANT  
SERVICES AGREEMENT**

STATE of TEXAS

COUNTY OF BRAZORIA

This Services Agreement (“Agreement”), by and between, Alvin Independent School District (“District” or “Alvin ISD”), \_\_\_\_\_ Campus Name, and \_\_\_\_\_, an independent contractor/consultant (“Contractor”), provides for the Contractor performing services (“Services”), which shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be completed, in a satisfactory and proper manner, as determined by the District, no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the following terms and conditions:

1. **Scope of Services:** The District and the Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and shall title the document appropriately (e.g. Exhibit A – Scope of Services) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

**Description of Services (if Attachment provided, please indicate, “Refer to Exhibit A”, etc.):**

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If Services provided are to be performed at multiple campuses, on different schedule dates, please attach a schedule of campus sites and of dates of service as Exhibit B – Dates of Services Performed.

**Commodity Code** \_\_\_\_\_

Please refer to Cover page for available Codes included in this Proposal

2. **Fees:** As full compensation for the services provided, District will make payment upon satisfactory completion of services in an annual amount **NOT TO EXCEED** \_\_\_\_\_ inclusive of all fees **and** allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**FIXED FEE** of \$ \_\_\_\_\_ for a **total annual contract amount** of \$ \_\_\_\_\_.

**OR**

**DAILY RATE** of \$ \_\_\_\_\_ per day for \_\_\_\_\_ days for a **total annual contract amount** of \$ \_\_\_\_\_.

**OR**

- HOURLY RATE** of \$\_\_\_\_\_ per hour for \_\_\_\_\_ hours for a **total annual contract amount** of \$\_\_\_\_\_.

**OR**

- IF PREFERRED**, Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

If any single item that costs \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

- 3. The District is not responsible for mileage reimbursement;
  - The District does not pay overtime;
  - Contractor will not be paid for holidays;
  - Contractor may not work extra hours to make up for a holiday;

Upon completion of Agreement, Contractor is required to turn in all completed and pending documents during a scheduled exit interview, including ID badge and other District property such as testing materials and folders, if applicable. Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

- 4. **Materials, Publications and Support Document:** to include training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor may provide a typed document detailing the applicable materials, publications etc., and shall title the document appropriately (e.g. Exhibit D – Materials & Publications) and attach it to this Agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Alvin ISD is incorporated and made part of this Agreement.

- 5. Tell us any other information that sets your company or services apart from others that we will be evaluating (i.e. special training, certification, credentials, methodologies, testing etc.)?

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- 6. Deviations:

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7. Multi-Year Agreements and Allocation/Allotment of Funds:

- When federal funds will be used to procure Services, a multi-year agreement is not authorized. Otherwise, the District may enter into a multi-year agreement for Services to be provided by Contractor beyond the first fiscal school year covered by this Agreement.
  - What is the anticipated dollar amount for this year? \_\_\_\_\_
  - Do you anticipate being an Approved Vendor for the next Fiscal year? \_\_\_\_\_

Services to be rendered by Contractor in years subsequent to the first fiscal school year will depend upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Education of Alvin ISD (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, Alvin ISD may terminate this Agreement without further duty or obligation under this Agreement. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Alvin ISD.

- The District’s fiscal school year extends from July 1 to June 30.
- Multi-year agreements shall not exceed three (3) fiscal school years. At the end of a multi-year engagement, a new Agreement shall be executed to continue Services by the Contractor beyond the initial multi-year term.
- Under a multi-year Agreement, authorization for Contractor to provide Services must be evidenced by a separate District Purchase Order for each fiscal school year in which Services are to be rendered. Purchase Orders are to be issued by the District at the start of the fiscal school year in which Services are to be rendered by Contractor for that fiscal school year. If a P.O. is not issued for a consecutive year, the Agreement shall be considered terminated.

Having carefully examined the Agreement Package, the undersigned hereby agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

**ALVIN ISD**

\_\_\_\_\_  
Program Director's Signature (Principal / Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director (Print Name)

\_\_\_\_\_  
Funding Source Approval (If other than above)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mickie Dietrich  
Director of Purchasing

\_\_\_\_\_  
Date

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**INDEPENDENT CONSULTANT/CONTRACTOR (CONTRACTOR)**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Title

\_\_\_\_\_  
Contractor's Mailing Address

\_\_\_\_\_  
Remit to Address (if different)

## Consultant/Contractors Certification Form

### Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information Review of Certain Contract Employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present.

Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

### Definitions:

*Covered employees:* All employees of a contractor who have or will have work duties that have been or will be performed on District property on a repeated basis related to the service to be performed at the District and have or will have direct contact with students (verbal or physical interaction with one or more students that is necessary for the performance of the contracted services). The District will be the final arbiter of what constitutes direct contact with students.

On behalf of \_\_\_\_\_ (Individual Consultant or Contractor's Name of Company), **I certify that the [check one]:**

- A.) Individual Contractor or Contractor's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT with students.**

**AND** The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # \_\_\_\_\_  
(Receipt only validates fingerprinting process was completed)

Individual has been fingerprinted and FAST PASS was processed at a school district.  
Teaching Certificate # \_\_\_\_\_ School District \_\_\_\_\_

Contractor has setup a FACT Clearinghouse Record for employees.  
ORI # \_\_\_\_\_ and Contractor ID # \_\_\_\_\_

**AND** **\*MANDATORY DATA FOR INQUIRY:** \*Date of Birth \_\_\_\_\_

\*Driver's License # \_\_\_\_\_ or \* State ID # \_\_\_\_\_

\*TxDPS SID # \_\_\_\_\_ (FACT Clearinghouse State assigned ID number)

**-Or-**

- B.) Individual Consultant or Contractor's employees are not covered employees as defined above and **DO NOT HAVE CONTACT with students.**

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If A is selected, I further certify that:

- (1) Consultant/Contractor has obtained all required criminal history record information through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees have a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

**By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.**

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

**Company Name (If Contractor / Company):** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

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

**Authorized Signature:** \_\_\_\_\_

**Return Completed and Signed Contractor Certification Form with Backup and Contracted Service  
Contract to**

**Alvin ISD Purchasing Department \* 2200 Stapp Maxwell \* Alvin, Texas 77511  
Phone 281-824-0567 \* Fax 281-585-4567**



**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1.) By signing and submitting this form, the prospective lower tier participant (*vendor submitting proposal*) is providing the certification set out below in accordance with these instructions. 2.) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (*vendor submitting proposal*) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3.) The prospective lower tier participant (*vendor submitting proposal*) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (*vendor submitting proposal*) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4.) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. <https://www.federalregister.gov/articles/2010/07/19/2010-17429/nonprocurement-debarment-and-suspension> 5.) The prospective lower tier participant (*vendor submitting proposal*) agrees by submitting this form that, should the proposed covered transaction (*contract*) be entered into, it shall not knowingly enter into any lower tier covered transaction (*contract*) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction (*contract*), unless authorized by the department or agency with which this transaction originated. 6.) The prospective lower tier participant (*vendor submitting proposal*) further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions (*contract*) and in all solicitations for lower tier covered transactions (*contract*). 7.) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (*contract*) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. 8.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9.) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction (*contract*) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)**

**(1) The prospective lower tier participant (vendor submitting proposal) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant (vendor submitting proposal) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

**Certification Regarding Terrorist Organizations & Boycotting of Israel  
Govt. Code 808 (HB89) & Govt. Code 2252 (SB252)**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide 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 any 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.

**The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications**

<u>Organization Name</u>	<u>Name and Title of Authorized Representative</u>
<u>Authorized Signature</u>	<u>Date (mm/dd/yyyy)</u>

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
See Specific Instructions on page 3.  Printer type.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
	Social security number _____ - _____ - _____  OR Employer identification number _____ - _____
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# ALVIN ISD

*(TO BE COMPLETED AND RETURNED BY VENDOR)*

## **Hold Harmless Agreement**

The Proposer shall defend, indemnify, and hold harmless, Alvin ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated as CONTRACTOR/CONSULTANT AGREEMENT.

The proposer shall also defend, indemnify and hold harmless, Alvin ISD and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Alvin ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Contractor:

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

\_\_\_\_\_  
Name of Representative (Print)

\_\_\_\_\_  
Signature of Representative