

**HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTRACT/CONSULTING AGREEMENT**

THIS AGREEMENT is entered into on this the _____ day of _____, _____ by and between _____ herein called CONTRACTOR and the Harlingen Consolidated Independent School District, herein called DISTRICT.

WHEREAS the DISTRICT desires to engage the CONTRACTOR to render certain technical services related to the project called _____ and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment of CONTRACTOR:** The DISTRICT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform in a manner satisfactory to the DISTRICT the following services: _____

2. **Date, Time, Place of Performance:** The services are to be performed at the following:

Date: _____
Time: _____
Place: _____

<input type="checkbox"/>	Will have contact with students and will have HCISD Supervision
<input type="checkbox"/>	Will have contact with students and will not have HCISD Supervision (Fingerprinting required contact 956-430-9766 for next steps)
<input type="checkbox"/>	Will not have Contact with students

3. **Special Stipulations:** _____

4. **Compensation:** The DISTRICT agrees to pay the CONTRACTOR a fee of _____ per _____ for all work performed. No additional fees or reimbursable to be applicable.

5. **Termination of Contract:** CONTRACTOR shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the District and the CONTRACTOR at the time of final performance is completed as indicated in paragraph 2 herein. This contract may be terminated by the DISTRICT if for any reason the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, in which event the DISTRICT may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.

The DISTRICT may also terminate this contract at any time without cause by the furnishing of a verbal or written notice from the Superintendent or the Assistant Superintendent for Business. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.

6. **Contractor Employees:** Employees of CONTRACTOR, that have direct contact with students and are hired after January 1, 2008, must be fingerprinted in accordance with Senate Bill 9. By signing this agreement, contractor attests that they have conducted necessary finger printing in accordance with Senate Bill 9 for its employees.

7. **Independent CONTRACTOR and Hold Harmless Agreement:** CONTRACTOR is an independent CONTRACTOR and shall be solely responsible for payment of his employees and shall provide, if required, workmen's compensation and public liability insurance to protect himself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by reason of employment. The CONTRACTOR agrees to hold DISTRICT harmless from any and all liability that DISTRICT may incur, including without limitation damages of every kind and nature, out of pocket costs and legal expenses, incurred by reason of the CONTRACTOR'S negligence or breach of this contract.

8. **Criminal Background Check:** By signing this consulting agreement you are authorizing a criminal background check of yourself. This check will be made from public record sources. You will have the opportunity to review and challenge any adverse information disclosed by the check. Contract is not valid until all parties have signed the agreement. I hereby release and agree to hold harmless from liability any person or organization that provides information. I also agree to hold harmless HCISD and its officers, employees and volunteers thereof.

9. **Entire Agreement:** This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

IN WITNESS WHEREOF the HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT and the CONTRACTOR have executed this agreement effective the date first herein written.

DISTRICT

Director

Superintendent/Administrator

Human Resources Clearance

CONTRACTOR

Contractor Signature

Print Contractor's Name

Address

City, State Phone Number

EIN OR Social Security Number Date of Birth

DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, _____, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.txdps.state.tx.us /Crime Records/Review of Personal Criminal History](http://www.txdps.state.tx.us/CrimeRecords/ReviewofPersonalCriminalHistory) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by this agency. Required for future DPS Audits)

Signature of Applicant or Employee (optional)

Date

Agency Name (Please print)

Agency Representative Name (Please print)

Signature of Agency Representative

Date

Please:	
Check and Initial each Applicable Space	
CCH Report Printed:	
YES _____	NO _____ initial
Purpose of CCH: _____	
Empl ___	Vol/Contractor ___ initial
Date Printed: _____	initial
Destroyed Date: _____	initial
Retain in your files	

ADD A VENDOR FORM

VENDOR #: _____

REQUESTED BY (Campus or Department)

COMPANY NAME

(Complete Legal Name Required)

CONTACT PERSON

CORRESPONDANCE ADDRESS (P.O.)

CITY/STATE/ZIP CODE

REMIT TO ADDRESS (Payment)

CITY/STATE/ZIP CODE

AREA CODE/PHONE

AREA CODE/FAX

EMAIL ADDRESS

TAX IDENTIFICATION NUMBER

DUNS & BRADSTREET NUMBER

Please check: Inc. , Corp. , LLP , Other:

JUSTIFICATION FOR ADDING NEW VENDOR AND AMOUNT OF ANTICIPATED PURCHASES

REQUIRED FORMS TO BE ATTACHED

CONFLICT OF INTEREST FORM, HOUSE BILL 89 VERIFICATION,
AND W9.

IF VENDOR IS AN INDIVIDUAL AND NOT A PUBLICLY HELD
CORP - FELONY CONVICTION NOTICE & CERTIFICATION
REGARDING TEXAS FAMILY CODE TO BE INCLUDED.

PLEASE EMAIL ALL ABOVE INFORMATION TO YOUR PURCHASE ORDER CLERK

Sales Taxpayer Certification Search

SAM Search

Comptroller Verification of Divestment Status Lists

09/12/2017

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

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	
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"/> Corporation <input type="checkbox"/> 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) ▶ _____ Note: 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) _____ (Applies to accounts maintained outside the U.S.)
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)	

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

Part II Certification

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.

Certification instructions. 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.

Sign Here	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.

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.

**Harlingen Consolidated Independent School District
407 N. 77 Sunshine Strip
Harlingen, TX 78550**

HOUSE BILL 89 VERIFICATION:

H.B. No. 89, Sec. 2270.002 states:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

H.B. 793 amended government code requires a H.B. No. 89 compliance form from a company if:

- (1) employ 10 or more full-time employees; and
- (2) the contract is valued at \$100,000 or more.

For complete copy of H.B. No 89, Sec. 2270.002 please click here:

ftp://ftp.legis.state.tx.us/bills/85R/billtext/html/house_bills/HB00001_HB00099/HB00089S.htm

I acknowledges compliance with Texas H.B. No 89, Sec. 2270.002 that my company does not boycott Israel and will not boycott Israel during the term of this contract.

COMPANY _____

BY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSALS

**Harlingen Consolidated Independent School District
407 N. 77 Sunshine Strip
Harlingen, TX 78550**

FELONY CONVICTION NOTIFICATION

(THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION)

State of Texas Legislative Senate Bill No. 1, 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 an owner 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 conviction or a 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 for services performed before the termination of the contract. This section does not apply to a publicly held corporation.

Signature below acknowledges compliance with FELONY CONVICTION NOTIFICATION

COMPANY _____

BY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE

TITLE

**THIS FORM MUST BE SIGNED-
UNLESS FIRM IS A PUBLICLY HELD CORPORATION**

**Harlingen Consolidated Independent School District
407 N. 77 Sunshine Strip
Harlingen, TX 78550**

CERTIFICATION REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), *all vendors are required to complete this form unless firm is a publicly held corporation.*

MISCELLANEOUS ENFORCEMENT PROVISIONS

SECTION 2.01. Subchapter B, Chapter 14, Family Code, is amended by adding Section 14.52 to read as follows:

Sec. 14.52. INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR BID ON STATE CONTRACTS.

(a) A child support obligor who is 30 or more days delinquent in paying child support is not eligible to:

(1) submit a bid or enter into a contract to provide property, materials, or services under a contract with

the state; or

(2) receive a state-funded grant or loan.

(b) A sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder, or substantial owner is a delinquent obligor who is ineligible to bid on a state contract under Subsection

(a)(1) of this section may not bid on a state contract as provided by this section.

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE _____ TITLE _____ DATE _____

PRINTED NAME OF ABOVE _____

**THIS FORM MUST BE SIGNED-
UNLESS FIRM IS A PUBLICLY HELD CORPORATION**