

**SERVICES CONTRACT  
BETWEEN  
WHARTON INDEPENDENT SCHOOL DISTRICT  
AND**

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THIS SERVICES CONTRACT ("Contract") is made and entered into by and between the Wharton Independent School District ("WISD" or "District"), 2100 N. Fulton St., Wharton, Texas 77488, and \_\_\_\_\_ ("Provider"), (\_\_\_\_\_).

**WHEREAS**, WISD desires to hire Provider to perform services and provide deliverables as outlined in the scope section in this Contract inclusive of Appendices A and B;

**WHEREAS**, WISD has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

**I. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):**

**II. SERVICES TO BE PROVIDED BY WISD:**

WISD agrees to provide to Provider:

**III. TERM OF CONTRACT**

The term of this Contract shall be from \_\_\_\_\_ or until deliverables and services are accepted by WISD, whichever is later; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract. At WISD's option, the Contract term may be extended at no additional cost to WISD to allow completion of services and work satisfactory to WISD.

#### IV. TERMINATION

This Contract may be terminated prior to the expiration of the term hereof as follows:

- By WISD upon 3 days notice if the work is not provided in a satisfactory and proper manner as determined by WISD.
- By mutual written agreement of the parties;
- By WISD without cause, upon fifteen (15) days prior written notice to the Provider; or
- By WISD immediately if Provider commits a material breach of any of the terms of this Contract.

In the event this Contract is terminated because of a violation or breach of the Contract terms by the Provider, WISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

#### V. COMPENSATION

For and in consideration of the services to be provided by Provider under this Contract, WISD will pay Provider **upon submission of an original invoice(s) in a total Contract amount not to exceed \$ \_\_\_\_\_** Each invoice payment is subject to progress of services and deliverables provided satisfactorily to WISD to date of invoice.

The compensation to be paid should be charged against the following budgets:

BUSINESS AREA (GF1, SR1 ETC)	FUNCTION	OBJECT	FUNDS CENTER (ORG. # – IA – PROJECT)	FUND	AMOUNT NOT TO EXCEED
		6299			
		6299			
		6299			

**Upon acceptance of milestone deliverables, original invoices should be sent for processing to WISD Business Manager. Upon receipt by the WISD Business Manager, the invoice will be processed for payment within thirty (30) days of its receipt.**

In the event this Contract is terminated prior to the end of the stated term, payments will only be made to the extent that work satisfactory to WISD has been performed, approved and is undisputed prior to termination.



## **FEDERAL GRANT FUNDING AND WHARTON INDEPENDENT SCHOOL DISTRICT'S BOARD POLICY OBLIGATIONS**

To the extent that WISD's obligation hereunder for payment of compensation is limited to and expressly subject to receipt of any funds from TEA under the provision of the Elementary and Secondary Education Act of 1965 as amended by Public Law 100-297, ESEA Title I-Part A and that such funds are specifically designated for this program, Provider agrees to comply with all of the following requirements. In the event such funds are not received by WISD, then Title I, Part A shall have no liability for payment to Provider under this Contract. In the event of only partial funding from TEA, WISD shall be liable under this Contract only for those amounts actually received by WISD from TEA, which are specifically designated for this program.

In the event WISD is ever required to refund any funds received from TEA specifically designated for this program, then it is understood and agreed that Provider shall be liable for and shall refund such amounts received by them to WISD within fifteen (15) days of receipt of written notice from WISD.

Provider agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Contract are disallowed, Provider agrees to reimburse WISD immediately for the full amount of such disallowed expenditures.

Provider shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Circular Nos. A-133, A-110, and any other applicable OMB circulars, and in accordance with WISD's Procedures which WISD shall provide to Provider, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements.

## **VI. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that Provider is a separate legal entity from WISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of WISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**VII. NO WAIVER OF IMMUNITY**

WISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of WISD.

**VIII. AUTHORIZATION OF CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

**IX. NO WAIVER**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**X. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Wharton Independent School District  
Attn: Michael O'Guin, Ed. D.  
Superintendent of Schools  
2100 N. Fulton  
Wharton, Texas 77488

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.



**XI. NO ASSIGNMENT**

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

**XII. SECTION HEADINGS**

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

**XIII. GOVERNING LAW**

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Wharton County, Texas, for any action under this Contract.

In connection with WISD's defense of any suit against it and/or WISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims hereunder, in which WISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, WISD shall be entitled to recover its actual attorneys fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order No. 11738, and Environmental Protection Agency regulations (40 CFR, Part 51), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education

Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

#### **XIV. ORIGINALS**

This Contract is executed in three (3) counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

#### **XV. REPORTS**

To the extent applicable, WISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of WISD.

#### **XVI. INDEMNITY**

Provider shall indemnify, and hold harmless and defend District and each of its respective past, present, and future officers, trustees, agents and employees in their individual and official capacities, from and against all claims, demands, losses or damages, including attorney's fees, court costs and expenses incurred by District and its officers, trustees, agents, and employees, for injury, including death, to persons, or damage to or destruction of property, and demands or causes of action of whatever kind or nature asserted by any third party based upon, resulting from, or arising out of or in connection with any act, error, omission, misrepresentation, or misconduct by Provider or its employees, officers, subcontractors, or agents arising out of the performance of this Contract. Such indemnification shall also include reasonable attorney's fees and court costs and expenses.

All obligations as set forth in this article shall survive the completion of or the termination of this Contract.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

#### **XVII. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct



contact with students, have passed a national criminal history background record information review as required by those sections.

Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

**WARNING:** Section 44.034 of the Texas Education Code requires that 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 of a felony.

The District may terminate this Contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the Contract.

#### **XVIII. RELEASE OF INFORMATION**

Unless required by law, the existence and terms of this Contract may not be disclosed by Provider to any third party without the prior written consent of WISD. Provider may not publish or use any publicity materials relating to this Contract or use WISD's name without the written consent of WISD.

#### **XIX. RECORDS RETENTION AND AUDITS**

WISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a



period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

## **XX. STUDENT RECORDS**

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

## **XXI. TEXAS PUBLIC INFORMATION ACT**

In the event that WISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to WISD and WISD shall have the right to release such information and records.

## **XXII. BUSINESS ETHICS**

During the course of pursuing contracts, and the course of Contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of WISD, its authorized agents and representatives, or to family members of any of them. At any time Provider believes there may have been a violation of this obligation, Provider shall notify WISD of the possible violation. WISD is entitled to request a representation letter from Provider, its subcontractors or vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to WISD's personnel or its authorized agents and representatives.

## **XXIII. BUSINESS CERTIFICATES / TAXES**

All Provider or Professional Services Providers entering into a Contract with WISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**Corporations** (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.



**Partnerships and Joint Stock Companies, and Limited Liability Partnerships** (domestic or foreign\*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105--PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER ONE --- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**The provider whether corporate, partnership or sole owner must be current on WISD Property Taxes.** If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas "PROPERTY TAX CODE".

**\*Note:** Foreign means formed under laws of another state; Domestic means formed under Texas laws.

#### **XXIV. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

#### **XXV. DATA AND PROPRIETARY RIGHTS**

All Work, as defined under this Contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and WISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

**XXVI. DEBARMENT AND SUSPENSIONS**

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**XXVII. COMPLETE UNDERSTANDING**

This Contract and Appendices A and B shall constitute the complete understanding of Provider and WISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Contract, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider's family and the District.

IN WITNESS THEREOF, WISD and Provider have executed this Contract effective on this \_\_\_\_\_ day of \_\_\_\_\_.

"See signature page attached".



PROVIDER

WHARTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_  
Michael O'Guin, Ed. D. Date  
Superintendent of Schools

By: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Taxpayer Identification Number

**APROVED AS TO FUNDING/BUSINESS TERMS**

By: \_\_\_\_\_  
Cheryl Hooper Date  
Business Manager

# Wharton Independent School District



## INDEPENDENT CONTRACTOR AGREEMENT

### ADDENDUM 1

Consultant shall furnish all transportation and personal incidentals necessary in the performance of this agreement. WISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by WISD in rendering the services hereunder. Expenses will be reimbursed in a timely manner upon presentation by Consultant of an invoice with supporting receipts. Business mileage will be reimbursed at the current IRS approved mileage rate. All reimbursable travel and expenses by Consultant, if any, must be approved in advance by WISD.

Entered into on this date \_\_\_\_\_

#### CONTRACTOR:

BY: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or FEI Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### WHARTON INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_  
Cheryl Hooper, Business Manager

\_\_\_\_\_  
Date





## Contractor/Consultant Certification Form

### Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employee 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 \_\_\_\_\_

Contractor or Contractor's Name of Company/Consultant

### I certify that the [check one]:

☐ **A.)** Individual Contractor/Consultant or Contractor's/Consultant'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 # \_\_\_\_\_

Individual has been fingerprinted and FAST PASS was processed at a school district.

Teaching Certificate # \_\_\_\_\_

School District \_\_\_\_\_

Contractor has set up a FACT Clearinghouse Record for employees

ORI# \_\_\_\_\_ Contractor ID# \_\_\_\_\_

**AND**

**MANDATORY INFORMATION REQUIRED FOR INQUIRY:**

\*Date of Birth \_\_\_\_\_

\*Driver's License # \_\_\_\_\_

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

**OR**

**O B.)** Individual Contractor/Consultant employees are not covered employees as defined above and **DOES NOT HAVE CONTACT** with students.

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If A is selected, I further certify that:

- (1) Contractor/Consultant 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 contracted services or direct contact with students.
- (2) If Contractor/Consultant receives information that a covered employee has a disqualifying conviction, Contractor/Consultant will immediately remove the covered employee from the contracted duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor/Consultant will make available for the District the required information to obtain its own criminal background checks of any covered employee. Contractor/Consultant agrees to discontinue using the covered employee for the contract should the District object to the assignment of said employee.

Noncompliance by Contractor/Consultant 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:** \_\_\_\_\_

**Contractor/Consultant (if Company-Name):** \_\_\_\_\_

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

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

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



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier  
Covered Transaction U.S. Department of Agriculture**

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.

(Before completing certification, read the instructions below.)

- ☐ The prospective lower tier participant certifies, by submission of this document, 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.
- ☐ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this document.

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Contractor/Consultant or Company Name

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Name and Title of Authorized Representative

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Signature Date

**Instructions for Suspension/Debarment Certification Statement**

- (1) By signing and dating the certification statement, the Contractor/Consultant certifies that neither it nor any of its principals (e.g. key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.
- (2) The prospective bidder shall provide immediate written notice to the person to whom this document is submitted if at any time the prospective Contractor/Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.





## **HOLD HARMLESS AGREEMENT**

The Contractor/Consultant shall defend, indemnify, and hold harmless, WHARTON 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/Consultant or any agent, employee, subcontractor or supplier of Contractor/Consultant in the execution or performance under this contract as designated as CONTRACTOR/CONSULTANT AGREEMENT.

The Contractor/Consultant shall also defend, indemnify and hold harmless, Wharton 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/Consultant in the performance of the Contract and all such claimants shall look solely to Contractor/Consultant and not Wharton 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/Consultant:**

\_\_\_\_\_  
Contractor/Consultant or Company Name

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

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



CONTRACTOR/CONSULTANT TEMPORARY ACCESS FORM  
SINGLE EVENT

NON-DISTRICT PERSONNEL

As required by Senate Bill 9, each employee and Contractor/Consultant of a school district must be fingerprinted in order to work or provide services to the District, if they are going to have direct access to students. This bill provides protection to school districts and to the students of the District.

On a case by case basis, non-district personnel may be allowed temporary access (with **CRIMINAL BACKGROUND CHECK**) to the campus in order to provide limited services to the District. The following procedures must be followed:

- The non-district personnel must be accompanied by an administrator or administrator designee (campus employee) at all times.
- No student contact shall be made without the accompaniment of a campus administrator or designee (campus employee).

Services provided to the District must follow these procedures. In the event that these procedures cannot be followed, this agreement is withdrawn and fingerprinting must be accomplished. There will be no exceptions to these procedures.

\_\_\_\_\_  
Printed Name of WISD Requesting Employee

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name of Contractor/Consultant

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name of District Administrator or Designee Assigned to Accompany Contractor/Consultant

Summary of Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## DPS Computerized Criminal History (CCH) Verification

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/Review%20of%20Personal%20Criminal%20History) 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 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

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



### **CONFLICT OF INTEREST DISCLOSURE**

The following is issued in accordance with State Law and WISD Board Policy. Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or proposer.

1. The undersigned states that he/she nor the company listed herein has never had or does not have a business relationship with a Board member, member of the Administration or a member of the Staff of Wharton Independent School District regardless of the nature or amount.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**OR**

2. The undersigned states that he/she and/or the company listed herein has had or does have a business relationship with a member of the Board, Administration or Staff of Wharton Independent School District regardless of the nature or amount.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

3. If you answered **YES** to (2) above, the Conflict of Interest questionnaire (Form CIQ) must also be completed. This document can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)





## **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

[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 supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

## **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

[Govt Code 808 (**HB89**)]

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000.00 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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 refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

### **WISD PURCHASING OFFICE (INTERNAL REVIEW):**

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: (Name and Date): \_\_\_\_\_

# WHARTON INDEPENDENT SCHOOL DISTRICT

2100 N. Fulton

Wharton Texas 77488

## CRIMINAL HISTORY RECORD INFORMATION ADDENDUM

**CONFIDENTIAL** - This form will be removed from the application and filed separately.

The Wharton Independent School District is authorized by Texas Education Code 22.083 to obtain criminal history record information on persons the District intends to hire for Independent Contractor/Consultant. The information requested below is necessary to obtain criminal history record information.

Please print

Full name (Please print): \_\_\_\_\_  
Last First Full Middle Name

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

Telephone #: \_\_\_\_\_

List any and all other name(s) previously used, including maiden name:

\_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Issuing State: \_\_\_\_\_

Sex: ☐ Male ☐ Female

Ethnicity:

☐ Black

☐ White

☐ Hispanic

☐ Other \_\_\_\_\_

I understand the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment but will be used solely for the purpose of obtaining criminal history record information. My signature authorizes the release of any and all police/criminal history information to Wharton Independent School District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### THIS AREA FOR OFFICE USE ONLY

☐ CLEAR No Matching Records

☐ Matching Records/Hold for Review

☐ Approved

☐ Denied

By: \_\_\_\_\_

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



### Felony Conviction Notification

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions have been reviewed by me and the following information furnished is true to the best of my knowledge.

Please select one choice below:

- ☐ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ B. My firm is not owned or operated by anyone who has been convicted of a felony.
- ☐ C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual(s): \_\_\_\_\_

Details of conviction(s): \_\_\_\_\_

Date of conviction(s): \_\_\_\_\_

Name of Vendor: \_\_\_\_\_  
(Please type or print)

Name of Company Official: \_\_\_\_\_

(Please type or print)

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: This form must be executed and submitted with Bid Form.**

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 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 of 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 entity for services performed before the termination of the contract.

**This notice is not required of a publicly held corporation**

## **EDGAR CERTIFICATIONS**

### **GENERAL PROVISIONS & ASSURANCES FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT**

#### **TO WHOM IT MAY CONCERN:**

Wharton ISD (WISD) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to WISD along with all other vendor forms.

The following certifications and provisions are required and apply when WISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the awarded Contract between the District and the awarded Vendor in all situations where Vendor has been paid or will be paid with federal funds.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

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##### **APPENDIX II TO 2 CFR PART 200**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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



**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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



**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by WISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.



3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by WISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When WISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

<b>Vendor's Name:</b>	
<b>Address, City State, and Zip Code:</b>	
<b>Phone Number:</b>	<b>Fax Number:</b>
<b>Printed Name and Title of Authorized Representative:</b>	
<b>Email Address:</b>	
<b>Signature of Authorized Representative:</b>	<b>Date:</b>