



Dear Independent Contractor/Consultant:

The following is the Services Agreement (“Agreement”) between Galveston Independent School District (“Galveston ISD” or “The District”) and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required for Galveston 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, Galveston ISD has a specific process for validating contracts that must be followed to endure payment. Please make sure the District representative with whom you are negotiating this contract with has complied with all Galveston 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 and vendor set up/update. All Agreements must be approved by the Finance/Purchasing office, 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 Ana Escobar, Purchasing Coordinator at (409) 766-5158 or email at anaescobar@gisd.org.



Agreement Packet Checklist:

- Introduction Letter/Packet Checklist
- Independent Contractor Agreement
- Addendum 1 - Reasonable Travel/Miscellaneous Expenses
- Contractor/Consultant Certification Form
- Certification Debarment & Suspension
- SB 252/HB 89 Form
- Hold Harmless Agreement
- Conflict of Interest Disclosure
- EDGAR certification forms (**If applicable – For contracts funded by U.S Federal Grants**)

If the Contractor/Consultant, and/or its employee (s) (*aka* subcontractor(s)) will have direct contact with students (substantial opportunity for verbal or physical interaction supervised or unsupervised by a GISD staff member, and regardless of the number of times), for the performance or related to this Agreement, the following forms must be completed for each person. – page 20

- Criminal History Record Information Addendum
- DPS Computerized Criminal History (CCH) Verification Notification
- Temporary Access Form – Single Event (If Required)
- Hold Harmless Agreement
- Conflict of Interest Disclosure
- Copy of s Contractor/Consultant, and/or its employee (s) current ID.



INDEPENDENT CONTRACTOR AGREEMENT

This Services Agreement (“Agreement”), by and between, **GALVESTON INDEPENDENT SCHOOL DISTRICT** (hereafter, “GISD”), _____ CAMPUS/SITE, and _____ (hereafter, “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 on the following terms:

1. **Scope of Services:** The District and the Contractor agree and covenant that for the purposes 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 attach it to this agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Galveston ISD is incorporated and made part of this Agreement. Description of Services: (if Attachment provided, please indicate, “Refer to Exhibit A”, etc.)

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.

2. **Independent Contractor:** GISD and Contractor hereby agree that there is not an employment relationship between GISD and Contractor. GISD and Contractor agree that Contractor is an independent contractor and will not be subject to the control of the GISD, but shall perform his/her services as required by law in the exercise of his/her professional judgment and discretion.
3. **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 contract amount OR
 - DAILY RATE of \$ _____ per day for _____ days for a total contract amount of \$ _____.
 - OR
 - HOURLY RATE of \$ _____ per hour for _____ hours for a total contract amount of \$ _____.



OR

- IF PREFERRED, Contractor may provide a typed document detailing the applicable fees and attach it to this agreement as a document of reference (“Attachment-Exhibit C – Fee Schedule”). Any such Attachment evidenced and accepted by Galveston ISD is incorporated and made part of this agreement.
4. The District is not responsible for:
 - Mileage Reimbursement
 - Overtime Pay
 - Holiday Pay
 - Flex time to make up for a Holiday
 5. Upon completion of Agreement, Contractor will submit invoice(s) to GISD, Accounts Payable Department, each month listing the dates and hours worked, along with a daily log that Contractor is required to maintain. Payment for each invoice will be made by GISD within thirty (30) days of receipt of invoice.
 6. Contractor will be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by GISD hereunder, and Contractor shall indemnify and hold GISD harmless in this regard.
 7. GISD is in no way responsible for carrying group life and health insurance, workman's compensation, or unemployment insurance for the independent contractor, or providing any other benefits associated with full-time employment.
 8. **Professional responsibilities:** Contractor will not be supervised or evaluated by GISD personnel in the actual performance of training services. Contractor agrees, however, that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor will not be required to attend GISD staff meetings or any GISD trainings. Contractor agrees to maintain required professional licensure, if any, and to provide a copy of Contractor’s current, valid license(s), if any, to GISD. Contractor will be responsible for fulfilling any training requirements necessary to maintain his/her license(s), if any, for the purpose of lawfully providing the services required under this Agreement, if required.
 9. **Transportation and incidentals:** Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor’s own expense.
 10. **Immunities:** Nothing in this Agreement waives or alters any immunities provided GISD, its employees, officers, or agents, under Texas or federal law.
 11. **Governing law/jurisdiction:** This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in Galveston County, Texas.
 12. **Background checks:** *THIS PARAGRAPH APPLIES IF CONTRACTOR WILL HAVE DIRECT CONTACT WITH STUDENTS, REGARDLESS OF THE NUMBER OF TIMES THAT THE DUTIES/SERVICE AND WILL BE PERFORMED.*



Prior to commencing any work under this Agreement, Contractor will certify, on the form provided herein, that, (1) for the Contractor, and/or for each employee or independent contractor of Contractor (*aka* subcontractor) that will have direct contact with students (substantial opportunity for verbal or physical interaction with – supervised or unsupervised by a GISD staff member), and that (2) will perform duties related to the Agreement, Contractor has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117:

- (a) national criminal history record information from a law enforcement or criminal justice agency for each employee of Contractor hired before January 1, 2008;
- (b) national criminal history record information from the Texas Department of Public Safety for each employee of Contractor hired on or after January 1, 2008; and
- (c) national criminal history record information from the Texas Department of Public Safety for each employee or independent contractor of each Subcontractor of Contractor during the Agreement Term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District’s Board of Trustees).

If Contractor fails to comply with this provision, GISD may terminate this Agreement immediately without penalty and without any monetary or other obligation to Contractor.

- 13. **Entire Agreement:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to Contractor’s provision of services to GISD. This Agreement may only be amended by mutual written consent of both GISD and Contractor.
- 14. **Legal Construction:** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained in the agreement.

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.



GALVESTON ISD

Budget Manager/Principal/Director Signature

Print Name

Date

Jeffrey Martello
Chief Financial Officer

Date

INDEPENDENT CONTRACTOR/CONSULTANT

Contractor/Consultant (authorized signature)

Print Name

Date

Mailing address:

Social Security or Federal Employer ID Number:

GISD PURCHASING OFFICE (INTERNAL REVIEW):

Verified and approved by: _____
Purchasing Coordinator

Date: _____



ADDENDUM 1

Consultant shall furnish all transportation and personal incidentals necessary in the performance of this agreement. GISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by GISD in rendering the services hereunder.

Expenses will be reimbursed in a timely manner upon presentation by I. Contractor/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 GISD.

Entered into on this date _____.

INDEPENDENT CONTRACTOR/CONSULTANT:

Contractor/Consultant (authorized signature)

Print Name

Date

GALVESTON INDEPENDENT SCHOOL DISTRICT:

GISD PURCHASING OFFICE (INTERNAL REVIEW):

Verified and approved by: _____
Purchasing Coordinator

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 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 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.)** Contractor/Consultant or Contractor's/Consultant's employees are covered employees have been processed through the FACT Clearinghouse as **HAVING CONTACT** with students.
and
- AND** The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:



- FAST PASS TCN # _____
Attach a copy of the FAST PASS receipt if available.
- Individual(s) 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# _____

MANDATORY INFORMATION REQUIRED FOR INQUIRY:

*Date of Birth _____

*Driver's License # _____

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

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 it's employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students. _____ **Initials of Authorized Representative of Contractor/Consultant.**
- (2) If Contractor/Consultant receives information that a covered employee has a disqualifying conviction, Contractor/Consultant will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days. _____ **Initials of Authorized Representative of Contractor/Consultant.**
- (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 employee for the contract should District object to the assignment of said employee. _____ **Initials of Authorized Representative of Contractor/Consultant.**

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.



OR

B.) Contractor/Consultant or Contractor's/Consultant's employees are not covered employees as defined above and **DO (es) NOT HAVE CONTACT** with students. _____ **Initials of Authorized Representative of Contractor/Consultant.**

OR

C.) Contractor/Consultant or Contractor's/Consultant's employees have not been processed through the FACT Clearinghouse as **HAVING CONTACT** with students and will require to go through the process. _____ **Initials of Authorized Representative of Contractor/Consultant.**

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): _____

Authorized Signature: _____

Print Name: _____

Mailing Address: _____



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 and check the appropriate option.)

- 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.

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) have 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.

Contractor/Consultant or Company Name

Name and Title of Authorized Representative

Signature

Date



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 Foreign Terrorist Organization by the U.S. Secretary of State. _____ **Initials of Authorized Representative of Contractor/Consultant.**

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 Contractor/Consultant.**

Contractor/Consultant or 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 #: _____

GISD PURCHASING OFFICE (INTERNAL REVIEW):

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

Verified by: (Name and Date): _____



HOLD HARMLESS AGREEMENT

The Contractor/Consultant shall defend, indemnify, and hold harmless, Galveston 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, Galveston ISD and all of its trustees, officers, agents, and employees, from and against claims by any subcontractor, supplies, 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 Galveston 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



CONFLICT OF INTEREST DISCLOSURE

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

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 Galveston 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 Galveston Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

If you answered **YES** to No. (2) above, please complete the Conflict-of-Interest questionnaire (Form CIQ) from the Texas Ethics commission and submit it along with this packet. The document can be found at www.ethics.state.tx.us



****Please check with the Campus/Department that requested this packet to be filled out if you need to fill this part (EDGAR CERTIFICATIONS) – If not applicable, please leave blank****

EDGAR CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

Galveston ISD (GISD) 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 these forms and return them to GISD along with all other forms included in this packet.

The following certifications and provisions are required and apply when GISD 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.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$350,000 – (\$150,000 in TX), 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 federal funds are expended, Galveston ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____

(If yes, insert initials of Authorized Representative of vendor.)

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

Pursuant to Federal Rule (B) above, when federal funds are expended, Galveston ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by 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. Galveston ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Galveston ISD believes, in its sole discretion, that it is in the best interest of Galveston ISD to do so. The vendor will be compensated for work performed and accepted



and goods accepted by Galveston ISD as of the termination date if the contract is terminated for convenience of Galveston ISD. Any award under this procurement process is not exclusive and Galveston ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Galveston ISD to do so.

Does vendor agree to abide by the above?

YES_____ (If yes, insert initials of Authorized Representative of vendor.)

- (C) 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 federal funds are expended by Galveston ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? **YES_____ (If yes, insert initials of Authorized Representative of vendor.)**

- (D) 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 federal funds are expended by Galveston ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions. Does vendor agree? **YES____ (If yes, insert initials of Authorized Representative of vendor.)**



(E) 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 40U.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 federal funds are expended by Galveston ISD, the vendor certifies that during the term of an award for all contracts by Galveston ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does vendor agree? **YES _____ (If yes, insert 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 sub- recipient 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 sub- recipient 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 Galveston ISD, the vendor certifies that during the term of an award for all contracts by Galveston ISD 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 _____ (If yes, insert initials of Authorized Representative of vendor.)**

(G) 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 Galveston ISD, the vendor certifies that during the term of an award for all contracts by Galveston ISD 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 _____ (If yes, insert the initials of Authorized Representative of vendor.)**



(H) 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 Galveston ISD, the vendor certifies that during the term of an award for all contracts by Galveston ISD 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 _____ (If yes, insert the initials of Authorized Representative of vendor.)**

(I) 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 Galveston ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Galveston ISD 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 sub-recipients shall certify and disclose accordingly. Does vendor agree? **YES _____(If yes, insert the initials of Authorized Representative of vendor.)**



RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS— 2 CFR § 200.333

When federal funds are expended by Galveston ISD for any contract resulting from this procurement process, the 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 sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____
 (If yes, insert the initials of Authorized Representative of vendor.)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor agree? YES _____
 (If yes, insert the initials of Authorized Representative of vendor.)

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 _____
 (If yes, insert the 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.

Vendor's 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



If the Contractor/Consultant, and/or its employee (s) (*aka* subcontractor(s)) will have direct contact with students (substantial opportunity for verbal or physical interaction supervised or unsupervised by a GISD staff member, and regardless of the number of times), for the performance or related to this Agreement, the following forms must be completed for each person.



**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 district and also 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 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 GISD Requesting Employee

Printed Name of Contractor/Consultant

Signature and Date

Signature and Date

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

Summary of Services:



GALVESTON INDEPENDENT SCHOOL DISTRICT

3904 AVE T ~Galveston, TX 77550

(409) 766-5158 Phone

CRIMINAL HISTORY RECORD INFORMATION ADDENDUM

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

The Galveston 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.

Full name (Please print): _____
Last First Full Middle Name

Address: _____

Telephone #: _____ **Email:** _____

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 _____

Dates of service:
 Start Date _____ End Date _____

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 Galveston Independent School District.

Signature

Date

THIS AREA IS FOR OFFICE USE	
<input type="checkbox"/> CLEAR No Matching Records <input type="checkbox"/> Approved	<input type="checkbox"/> Matching Records/Hold for Review <input type="checkbox"/> Denied
By: _____	Date: _____



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, you will be contacted by Human Resources department if more information is required.

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)

 Contractor/Consultant or Contractor Employee Signature

 Date

 Company Name (Please print) - If applicable

 Company’s representative Name (Please print)

 Signature of Company’s representative

 Date

Revised 11/4/2025

**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



HOLD HARMLESS AGREEMENT

The Contractor/Consultant shall defend, indemnify, and hold harmless, Galveston 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, Galveston ISD and all of its trustees, officers, agents, and employees, from and against claims by any subcontractor, supplies, 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 Galveston 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



CONFLICT OF INTEREST DISCLOSURE

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

3. 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 Galveston Independent School District regardless of the nature or amount.

Signature: _____

Printed Name: _____

OR

4. 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 Galveston Independent School District regardless of the nature or amount.

Signature: _____

Printed Name: _____

If you answered **YES** to No. (2) above, please complete the Conflict-of-Interest questionnaire (Form CIQ) from the Texas Ethics commission and submit it along with this packet. The document can be found at www.ethics.state.tx.us



THIS AREA IS FOR OFFICE USE ONLY

- Date that the I. Contractor packet was received: _____
- Date that the background and fingerprints forms were sent to HR for processing: _____
- HR Clearance on: _____
- Finance and Purchasing approval: _____
- Vendor set up/Update: _____
- I. Contractor packet uploaded to the server: _____
- Contractor set up & clearance to Department/Campus: _____

GISD PURCHASING OFFICE

Verified and approved by: (Name and Date): _____