

**DeSoto Independent School District**  
**Business Services Department**

**DESOTO ISD CONTRACT PACKET**

*Instructions: Please attach this form to your proposed contract when you submit it for review and approval. **This page does not get submitted to the contractor.** In an effort to ensure that all contractual agreements have been adequately reviewed, approved, and a funding source identified, please complete this form in its entirety and attach to the contract document being submitted for review. This form must accompany all requests for document review/approval. **Please remember that only the Superintendent, Chief Financial Officer, and Director of Purchasing are authorized to sign contracts.***

Requestor's Name:	Contractor (Vendor Name):	
Campus/Department:	Contact Person:	
Required Date of Contract Approval:	Tax ID # or SSN:	
Contract Amount:	Email Address:	
Budget Code(s)/Percentage:	Vendor Address:	
Contract Term:	Vendor Phone #:	
Scope of Service:		
District Priority (Low, Medium, High):		
<b>Was this contractor ever employed with DeSoto ISD?</b> If so, in what capacity? _____		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Will the total contract exceed \$25,000?</b> If so, the contract will require approval by the School Board. Proposed Agenda Submission Date: _____		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Will the contractor be reimbursed for travel costs?</b> If so, review the Travel Procedures to verify the maximum amount of reimbursement for travel costs; or, the contractor may offer a total cost of professional services, including their travel costs.		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Will the contractor have direct contact with students?</b> If so, the contractor must have completed the fingerprinting process. Provide legal name and birthdate of all contractors having direct contact with students so that DEISD can verify that they are cleared in the DPS website. <b>Legal Name &amp; Birthdate:</b> _____		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Is this contract for staff development?</b> If so, Contract must be reviewed/approved by appropriate Cabinet member. <b>Approval Signature of Cabinet member:</b> _____		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Will this contract be funded with non-local funds (federal &amp; state grants including entitlement funds)?</b> If so, all federal contract provisions must be included in the contract. Contract must be reviewed/approved by Grant Manager. Addendum Contract Provisions for Contracts Under Federal Awards must be attached to this form. <b>Approval Signature of Grant Manager:</b> _____		<b>Yes <input type="checkbox"/> No <input type="checkbox"/></b>
<b>Approvers Printed Name:</b>	<b>Required Signatures:</b>	<b>Date:</b>
Requestor's Name:		
Administrator:		
Director of Purchasing:		
Chief Financial Officer:		
Superintendent:		

*Coversheet for District Use Only  
 Revised 9-13-19*

# DESOTO INDEPENDENT SCHOOL DISTRICT

## CONTRACTED SERVICES CONTRACT

The DeSoto Independent School District, hereinafter referred to as "District," and independent contractor, \_\_\_\_\_, hereinafter referred to as "Contractor," enter into a contract on this the \_\_\_\_ day of \_\_\_\_\_ for the provision of services.

### Scope of Services:

1. District agrees to engage Contractor and Contractor agrees to perform personally, in a manner satisfactory to District, the following services:

\_\_\_\_\_  
*(Describe the services to be performed in this space including any deliverables.)*

2. Unless discontinued earlier, or mutually agreed to by both parties, the services are to be performed at the following times and places:

Day(s): \_\_\_\_\_ Hours: \_\_\_\_\_ Location: \_\_\_\_\_

*Describe the days/hours to be worked and the location where the work will take place.*

### Compensation for Services:

District agrees to pay Contractor as noted below:

- ☐ \_\_\_\_\_ per hour
- ☐ \_\_\_\_\_ per day ☐ \_\_\_\_\_ flat fee

For a total fee not to exceed \$\_\_\_\_\_, as compensation for services rendered as noted above. **All services shall be completed during the contract term as noted below.**

District ☐ shall / ☐ shall not pay Contractor travel expenses as noted below:

- ☐ \_\_\_\_\_ per day
- ☐ \_\_\_\_\_ actual expenses (as verified with detailed receipts) subject to limits established in the District's Travel Guidelines.

**Contractor shall not be paid in advance.** Contractor shall be paid upon presentation of an invoice that includes, but is not limited to, the following:

- Professional service(s) provided
- Date(s) of service
- Location(s) of service
- Other \_\_\_\_\_

**All payments to the Contractor shall be net 30 days from the receipt of the invoice or delivery of services, whichever is later.**

### Contract Terms:

This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_, unless terminated by either party at any time, with or without cause. In the event of termination by District or Contractor prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by the Contractor. The Contractor

shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Contractor may not assign this contract to a third party without the written consent of the District.

Contractor shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances. At the District's request, the Contractor must provide the following to the District:

- ☐ Criminal background check, at the Contractor's expense, of all employees employed under this contract.
- ☐ Certificate of Insurance for general liability, auto liability and workers' compensation coverage at the statutory limits.

**Fingerprinting:**

If contractor has direct contact with students, verification of FAST fingerprinting compliance is required. Legal name and birthdate is required in order to conduct the verification.

Legal Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

**Federal Funds:**

This contract is funded through federal grant funds (federal & state grants including entitlement funds):

☐ Yes ☐ No Fund \_\_\_\_\_

If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards. This Addendum must be attached to this contract.

**Independent Contractor:**

Contractor is not an employee of District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Contractor.

**Former Employee Status:**

Have you previously been employed with DeSoto ISD? If so, in what capacity?

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**Hold Harmless:**

Contractor agrees to hold District harmless from any and all liability incurred by District by reason of Contractor's negligence or breach of contract, including, without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

CONTRACTOR

DESOTO ISD

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

By: \_\_\_\_\_  
*Director of Purchasing, CFO or Supt.*

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

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

For Contracts of \$25,000 or more, date of Board approval: \_\_\_\_\_

## REPRESENTATIONS AND CERTIFICATIONS FORM

**This sheet must be filled out completely and returned with your contract.**

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company, can sign for and enter into binding contracts on behalf of the company, and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not indebted to the DeSoto Independent School District. Indebtedness to the District may be basis for non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- c. Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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. 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." Subsection (c) this notice is not required of a publicly held corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge (check only one item).

- 1. ☐ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- 2. ☐ My firm is not owned nor operated by anyone who has been convicted of a felony.

- 3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

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

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

- d. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."
- e. The undersigned attests that they are a duly authorized employee by their company to bind said company to the prices offered and to the terms and conditions of this bid.
- f. No employee of the District shall have a direct financial interest in any contract with the district, nor

shall any employee have a direct financial interest in the sale of any land, equipment, supplies, materials, or service. Any violation of this policy will render the contract null and void unless such contract is approved by the DEISD Board of Trustees after full disclosure. Therefore, vendor shall note any and all relationships that might be a conflict of interest and shall include such information with the bid/proposal response by completing the attached vendor affidavit form.

g. Affirm the following:

\_\_\_ No employee of the above-named company has any financial relationship and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of DESOTO ISD.

\_\_\_ Yes, a company employee so named has a financial and/or familial relationship with an employee/trustee of DESOTO ISD as noted below.

Name of the vendor employee \_\_\_\_\_

Title \_\_\_\_\_

Name of DeSoto ISD Employee/Trustee \_\_\_\_\_

Relationship to DeSoto ISD Employee/Trustee \_\_\_\_\_

- h. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Seller shall include the provisions of the foregoing in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

- i. In accordance with Article 601g, as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows:  
Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Proposals by Nonresident Section 1(a) in this Act:  
(1) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public-school district, a special-purpose district or authority, or a district, county, or justice of the peace court;  
(2) "Nonresident Proposer" means a Proposer whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential Proposer" means a Proposer whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- j. If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
- k. I certify that my company name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as per the addition of Government Code Sec. 2252.152 from Senate Bill 252 from the 85(R) Legislative Session. Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

By signing below, you agree to participate in this bid with the DeSoto ISD and you attest to the above Representations and Certifications (a-k) of this bid.

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

Submitter's Name: \_\_\_\_\_

Submitter's Title: \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone #/Fax #: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**DESOTO ISD**  
**ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**  
**(only return if funded by a Federal & State Grants including Entitlement Funds)**

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contract over \$10,000, must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.
- Contracts over \$150,000 must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties.
- Equal Employment Opportunity clause
- Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. [The District must place a copy of the current prevailing wage determination is used by the Department of Labor with each solicitation.]
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of “funding agreement”
- Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000
- Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding \$100,000 who must file the required certification.
- Procurement of recovered materials (200.322) clause
- The Buy American provision for Child Nutrition Program purchases. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

CONTRACTOR

DESOTO ISD

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

By: \_\_\_\_\_  
*Director of Purchasing, CFO or Supt.*

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

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

**DESOTO ISD PURCHASING DEPARTMENT**  
**NEW VENDOR / NEW ADDRESS INFORMATION REQUEST**

**PLEASE SEND AN IRS W-9 - FILLED OUT COMPLETELY**

**CONTACT NAME:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **DUNS #:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**PRODUCT OR SERVICE BEING PURCHASED:** \_\_\_\_\_

\_\_\_\_\_

**ESTIMATED PURCHASE AMOUNT:** \_\_\_\_\_

**MAKE CHECKS PAYABLE TO:** \_\_\_\_\_

**OTHER PERTINENT INFORMATION: (LIKE OTHER SCHOOL DISTRICTS YOU SELL TO AND COOP'S YOU BELONG TO)**

\_\_\_\_\_

\_\_\_\_\_



**Request for Taxpayer  
Identification Number and Certification**

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

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

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

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9"><b>Social security number</b></td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9"><b>or</b></td></tr><tr><td colspan="9"><b>Employer identification number</b></td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	<b>Social security number</b>													-					<b>or</b>									<b>Employer identification number</b>													-				
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<b>Part II Certification</b> Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
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<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

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

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

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

## DESOTO INDEPENDENT SCHOOL DISTRICT CONTRACTOR'S INVOICE FOR FEES AND EXPENSES

*This **optional** invoice template is provided as a courtesy to the contractor. This is for use **only** if vendor does not have their own invoicing system, otherwise the vendor is to remit their usual and customary invoice. Please remit all invoices to the Accounts Payable Dept., [financeinvoice@desotoisd.org](mailto:financeinvoice@desotoisd.org), 200 E. Beltline, DeSoto, TX 75115*

CONTRACTOR'S INVOICE # \_\_\_\_\_

Company or Contractor Name:	Invoice Date:
Address:	
City/State/Zip:	
Description of Services Rendered and for which Campus/Dept. or DEISD Staff Member:	
Date of Services:	

### FEEES:

\_\_\_\_\_ days @ \$\_\_\_\_\_ per day ..... \$ \_\_\_\_\_

\_\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour ..... \$ \_\_\_\_\_

\_\_\_\_\_ flat rate ..... \$ \_\_\_\_\_

Other, if applicable ..... \$ \_\_\_\_\_

**Total Due: \$** \_\_\_\_\_

I certify that I have performed the service as specified in the Contracted Services Agreement.

Signature of Contractor

Date \_\_\_\_\_

# DESOTO INDEPENDENT SCHOOL DISTRICT

## *Contractor Evaluation*

*For District Use Only*

*(Please retain this sheet and submit it to the Purchasing Department AFTER all services are rendered)*

Name of Contractor: \_\_\_\_\_

School/Department Contracting the Services: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description of Services Rendered:

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Mark the point on the scale which best describes the services rendered:

A. Were services performed satisfactorily?

1

2

3

4

5

*Poor*

*Extremely Satisfied*

B. Were services performed as scheduled?

☐ Yes

☐ No

C. Were services performed in a professional manner?

☐ Yes

☐ No

D. Is the Contractor Recommended for Future Contracts?

☐ Yes

☐ No

Staff member comments:

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Evaluator's (DeSoto ISD Staff) Signature: \_\_\_\_\_ Date: \_\_\_\_\_