



**NEW CANEY INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

21580 Loop 494  
New Caney, Texas 77357  
Tel: (281) 577-8600 Fax: (281) 354-6863

**Warren Stripling**  
Director of Purchasing

**Tina Newcomb**  
Sr. Purchasing Specialist

**Mitzi Boston**  
Purchasing Specialist

**Vendor Application Process (Single-Event)**

**(Not Including: DJ's, Dance Choreographers, UIL Judges, Physicians, Nurses, or Musical Accompanists)**

**Vendor:** Any company or individual that provides a service to the district.

**Process for a vendor that will provide a service to the district on a single-event basis.**

1. Print and complete the Vendor Packet (Single-Event). You may pick up a packet in person or by going to: <http://www2.newcaneyisd.org/BusinessOffice/BusinessWeb/Purchasing.htm>
2. Forms included are: Vendor Information Form, Service Agreement, W-9, Conflict of Interest Questionnaire, Entire Agreement, and Non-District Personnel: Temporary Access Form.
3. Return the packet to our office via mail or in person at:

New Caney ISD  
Purchasing Department  
21580 Loop 494  
New Caney, TX 77357

Or, return the form to the campus at which you will be providing the service. That campus must return the forms to the Purchasing Department for final approval.

A completed and returned packet does not constitute acceptance as a vendor for New Caney ISD.

# New Caney ISD Vendor Information Form

Vendor Name: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Website: \_\_\_\_\_

List any Purchasing Cooperatives to which your company belongs:

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

All vendors that must complete a Certification of Criminal History Record Information

If a Sole Source Vendor, attach a completed Sole Source Affidavit.

\_\_\_\_\_

**For New Caney ISD Purchasing Department use only:**

Requested by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approved by: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

# CONTRACTED SERVICES AGREEMENT NEW CANEY INDEPENDENT SCHOOL DISTRICT

## STATE OF TEXAS COUNTY OF MONTGOMERY

An AGREEMENT IS HEREBY MADE between the Independent Contractor (CONTRACTOR) and New Caney Independent School District (DISTRICT) set forth below according to the following terms, conditions and provisions:

I, \_\_\_\_\_ agree to enter into a contractual agreement with the New Caney Independent School District to provide the following services for the New Caney Independent School student calendar year \_\_\_\_\_.

### WORK TO BE PERFORMED

The DISTRICT desires that CONTRACTOR perform, and CONTRACTOR agrees to perform, the following services as requested by DISTRICT to students and/or staff of NCISD:

1. (Duties outlined here)
- 
- 
- 

### CRIMINAL HISTORY AND FINGERPRINTING REQUIREMENT

If work to be performed will require direct contact with students, the CONTRACTOR must complete the *New Caney ISD Criminal History Authorization Information for Contractor* form. And, in accordance with Senate Bill 9, a national criminal history background check based on the submission of fingerprints is required. The financial responsibility of the cost of the fingerprinting is the sole responsibility of CONTRACTOR. A copy of proof of fingerprinting must be provided to begin contract work with DISTRICT. In addition, continued work by CONTRACTOR is dependent upon the results of the fingerprinting criminal history.

### TERMS OF PAYMENT

DISTRICT shall pay CONTRACTOR at a rate of \$\_\_\_\_\_ per hour/day.

### ADDITIONAL SERVICES PROVIDED BY THE DISTRICT

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### INVOICES FOR SERVICES RENDERED

CONTRACTOR agrees to prepare and submit to the DISTRICT an invoice or time sheet detailing the hours and services performed at a minimum of monthly. Invoices will be approved by the hiring administrator and forwarded to the Business Office for payment. Invoice supporting documents will comply with District, State and Federal cost reimbursement rules, regulations, terms and provisions.

### REIMBURSEMENT OF EXPENSES

DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR. Unless stated in this agreement.

### GENERAL SUPERVISION

CONTRACTOR must follow DISTRICT curriculum but retains the sole right to control or direct the manner in which the services described herein are to be performed. Services provided by the CONTRACTOR will be at times convenient to both the student(s) and DISTRICT. Subject to the foregoing, DISTRICT retains the right to inspect, to stop work, to prescribe alterations and generally supervise the work to insure its conformity with that specified herein.

**FEDERAL, STATE, AND LOCAL PAYROLL TAXES**

Neither federal, nor state, nor local income tax of any kind shall be withheld or paid by DISTRICT on behalf of CONTRACTOR or the employee of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

**FRINGE BENEFITS**

Because CONTRACTOR is engaged in CONTRACTOR’S own business, CONTRACTOR is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the DISTRICT.

**NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES**

The CONTRACTOR understands that the CONTRACTOR is responsible to pay, according to law, CONTRACTOR’S income taxes. If CONTRACTOR is not a corporation, CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (social security) tax, to be paid by CONTRACTOR according to law.

**TERM OF AGREEMENT**

This agreement shall terminate no later than the end of the school year, and may not be terminated earlier (except for cause) without five (5) days prior written notice from one party or the other. In addition, this contract may be terminated immediately due to nonperformance.

**AUTHORITY TO BIND DISTRICT**

CONTRACTOR has no authority to enter into contracts or agreements on behalf of DISTRICT. CONTRACTOR is not authorized to act for the DISTRICT in any way.

**ASSIGNMENT**

CONTRACTOR may not assign this contract to a third party without the written consent of the DISTRICT.

**HOLD HARMLESS**

CONTRACTOR agrees to hold DISTRICT harmless from any and all liability due to CONTRACTOR’S negligence or breach of contract, including but not limited to damages of any kind, out-of-pocket costs and legal expenses.

**DECLARATION BY INDEPENDENT CONTRACTOR**

CONTRACTOR declares that CONTRACTOR has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

**RETIRE/REHIRE**

If the CONTRACTOR is receiving retirement benefits through the Teacher Retirement System of Texas (“TRS”) or any other retirement program (“Retirement Benefits”), the CONTRACTOR acknowledges the following:

1. The DISTRICT cannot and does not make any guarantees regarding the CONTRACTOR’S continued right to receive the Retirement Benefits.
2. The CONTRACTOR is relying on his or her own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the CONTRACTOR has retired. The CONTRACTOR is not relying on any statements made by the DISTRICT regarding the effect of District employment on the CONTRACTOR’S Retirement Benefits.
3. The CONTRACTOR agrees not to sue or otherwise bring any claim against the DISTRICT, its Board of Trustees, Superintendent, or any other employee or agent of the DISTRICT for any loss or reduction in the value of the CONTRACTOR’S Retirement Benefits.
4. The DISTRICT must report the CONTRACTOR’S employment to TRS. The CONTRACTOR agrees not to sue or otherwise bring any claim against the DISTRICT, its Board of Trustees, its Superintendent, or any other employee or agent of the DISTRICT based on such reports.

**NEPOTISM**

Do you have a relative who serves on the Board of Trustees or is an employee of New Caney ISD? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide the relatives name(s) and relationship(s):

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**ENTIRE AGREEMENT**

This is the entire agreement of the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

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New Caney Independent School District

\_\_\_\_\_  
Department requesting contractor

\_\_\_\_\_  
Recommended by (Printed name)

\_\_\_\_\_  
Recommended By (Signature)

\_\_\_\_\_  
Central Office Administrator (Printed name)

\_\_\_\_\_  
Central Office Administrator (Signature)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Services Provider:

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Social Security No

Address \_\_\_\_\_  
\_\_\_\_\_

(ALL SIGNATURES IN BLUE INK PLEASE)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**OR**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

NON-DISTRICT PERSONNEL-TEMPORARY ACCESS FORM  
(SINGLE EVENT)

As required by Senate Bill 9, each employee and contracted employee of a school district must be fingerprinted in order to work or provide services to the district. 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** (without submitting fingerprints) 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.

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 Campus Administrator

\_\_\_\_\_  
Printed Name of Contracted Personnel

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

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

Summary of Services to be Provided:

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