



FINANCIAL SERVICES

CANUTILLO A Premier District

NEW VENDOR CHECKLIST

1. Vendor Name: _____
2. Department Name: _____
3. Requestor: _____
4. Need by date: _____
5. Is the Vendor part of a COOP? YES _____ NO _____
If Yes, enter COOP Contract Information _____

6. What Purchasing Category will the vendor fall under? _____

7. What goods or services is the Vendor providing? _____

8. What is the anticipated cost? _____
9. Special Instructions if any: _____

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7516
F: (915) 877-7524
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division:
(915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

NEWVENDOR PACKET GUIDELINES

In order to create a purchase order, the vendor must be approved as of an official District vendor. The following process must be followed to add a new vendor to the purchasing system.

1. A new vendor packet must be completed in its entirety by the prospective vendor and submitted via mail or email to the purchasing clerk in the Purchasing Department.
2. The following items constitute a "new vendor packet":
 - a. New Vendor Form (1 page),
 - b. Purchasing Category Checklist Form (1 page),
 - c. W-9 Form (1 page),
 - d. Suspension and Debarment Form (1 page),
 - e. Vendor Acknowledgement Form (4 pages),
 - f. Conflict of Interest Form (1 page)
3. When the required documentation is submitted to the Finance Office, the Purchasing Department will verify the new vendor forms for completeness.
4. All new vendor requests are approved by the Purchasing Agent before a vendor is assigned a vendor identification number.
5. Once verified and approved, the new vendor will be set up in the TEAMS system.
6. If applicable, the requesting campus/department will be notified of the new Vendor ID number assigned for the requested vendor.
7. The review, approval and set-up of new vendors takes approximately five (5) business days, please plan accordingly.
8. Once the new vendor is added, the requesting campus or department may enter a purchase requisition using the TEAMS system.

If the required documentation is not received from the vendor, the vendor will not be added to the TEAMS system.

VENDOR LIST

The Purchasing Department will maintain an online vendor list. The online vendor list shall include the names and addresses of approved vendors and the products and services they offer. The Purchasing Department will post a complete and functional list of vendors with whom the school district conducts business.

NEW VENDOR PACKET GUIDELINES

E-Bidding

All interested suppliers are required to register. Current CISD suppliers already registered with the district or suppliers not registered with the district, are required to go to the web site listed below and register their company. Registered suppliers will be able to receive bid opportunities notifications and will also be able to complete and submit bids 100% online.

<https://canutillo-isd.ionwave.net/Login.aspx>

AWARDED CONTRACT VENDORS

Awarded Contract Vendors are those vendors that have been awarded a contract for goods or services, through a district specified solicitation process, for either a one-time purchase or the purchase of certain goods and services for a specified contract period. Awarded Vendor Contracts will be identified on the TEAMS system as such.

The fact that a vendor appears on the vendor list does not signify that the Vendor is an Awarded Contract Vendor with the District.

VENDOR RELATIONS

Communications with vendors may be made directly to the vendor or through the Purchasing Department for:

- Order Inquiries
- Quotation Requests
- Placement of orders
- Follow up of order already placed
- Returns
- Exchanges
- Changes

School district officials and employees cannot accept anything of value from a vendor, such as personal gifts or gratuities, which may be construed to have been given to influence the purchasing process. Although such practices may be legitimate and generally accepted in the private sector, giving and receiving gifts in the public sector may constitute a violation of law.

VENDOR EVALUATION

A Vendor Performance Form is available on the District's website for documenting vendor performance. The Vendor Performance Form facilitates the requirement to track vendor performance and also provides a means for the reporting of both exceptional and unsatisfactory performance. These forms will be attached to the vendor's files as a permanent record.

Factors to consider in the evaluation of a vendor's performance are:

- Timeliness of deliveries
 - Service availability
 - Completeness and accuracy of order
 - Quality of products or services received
 - Compliance with bid specifications
-

NEW VENDOR PACKET GUIDELINES



Canutillo Independent School District New Vendor Request Form

Legal Name: _____

Taxpayer Identification Number (EIN/SSN): _____

D&B Duns Number: (If listed with Dun & Bradstreet) _____

Vendor Website Address _____

Requesting Department or Campus _____

☐ "C" Corporation ☐ "S" Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC

Order from Information

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ - _____ Fax Number: _____ - _____

Account Rep: _____ Title: _____

Email: _____

Remit To Information

☐ Same as Above

Remit To Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ - _____ Fax Number: _____ - _____

A/R Contact: _____ Title: _____

Email: _____

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District's policy of non-discrimination contact: Executive Director for Human Resources, (915) 877- 7423, 7965 Aircraft Rd., El Paso, TX 79932.

El Distrito Escolar Independiente de Canutillo no discrimina en cuanto a raza, color, origen, género, edad o discapacidad en lo que se refiere a sus prácticas de empleo, o al proveer servicios, actividades y programas educativos y vocacionales. Para mayor información respecto a la política de no discriminación del Distrito Escolar Independiente de Canutillo, favor de contactar a: Director Ejecutivo de Recursos Humanos, (915) 877-7423, 7965 Aircraft Rd., El Paso, TX 79932.

Please indicate by placing a check mark beside any purchasing category your business can supply.

- | | |
|--|---|
| <input type="checkbox"/> Air Conditioning, Heating, & Ventilating Equip. Parts & Access. | <input type="checkbox"/> Clothing: Athletic, Casual, Dress, Uniform |
| <input type="checkbox"/> Electronic Equipment, Components, Parts and Accessories | <input type="checkbox"/> Communications and Media Related Services |
| <input type="checkbox"/> Engineering Services & Consulting | <input type="checkbox"/> Computer Accessories and Supplies |
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Computer Hardware & Peripherals for Mini & Main Frame Computer |
| <input type="checkbox"/> Fire Protection Equipment and Supplies | <input type="checkbox"/> Computer Hardware and Peripherals for Microcomputers |
| <input type="checkbox"/> First Aid and Safety Equipment and Supplies | <input type="checkbox"/> Computer Software For Microcomputers |
| <input type="checkbox"/> Flags, Flag Poles, Banners and Accessories | <input type="checkbox"/> Computer Software for Mini and Mainframe Computers |
| <input type="checkbox"/> Floor Covering, Installation and Removal Equip. and Supplies | <input type="checkbox"/> Consulting Services |
| <input type="checkbox"/> Floor Maintenance Machines, Parts and Accessories | <input type="checkbox"/> Contracted Services |
| <input type="checkbox"/> Foods: Bakery Products | <input type="checkbox"/> Coolers, Drinking Water |
| <input type="checkbox"/> Foods: Dairy Products | <input type="checkbox"/> Cutlery, Cookware, Dishes, Glassware, Utensils and Supplies |
| <input type="checkbox"/> Foods: Frozen | <input type="checkbox"/> Educational & Training Services |
| <input type="checkbox"/> Foods: Perishable | <input type="checkbox"/> Electrical Cables and Wires |
| <input type="checkbox"/> Foods: Staple Grocery and Grocer's Miscellaneous Items | <input type="checkbox"/> Electrical Equipment and Supplies |
| <input type="checkbox"/> Fuel, Oil, Grease, and Lubricants | <input type="checkbox"/> Office Mechanical Aids, Small Machines and Apparatuses |
| <input type="checkbox"/> Fundraisers & Student Clubs | <input type="checkbox"/> Office Supplies, Erasers, Inks, Leads, Pens, Pencils etc. |
| <input type="checkbox"/> Furniture: Cafeteria, Dormitory, Library, Lounge and School | <input type="checkbox"/> Office Supplies, General |
| <input type="checkbox"/> Furniture: Laboratory | <input type="checkbox"/> Paint, Protective Coatings, Varnish, Wallpaper, & Related Prod |
| <input type="checkbox"/> Furniture: Office | <input type="checkbox"/> Painting Equipment and Supplies |
| <input type="checkbox"/> Gases, Containers, Equipment: Laboratory, Medical, and Welding | <input type="checkbox"/> Paper |
| <input type="checkbox"/> Hand Tools | <input type="checkbox"/> Paper and Plastic Products, Disposable |
| <input type="checkbox"/> Hardware and Related Items | <input type="checkbox"/> Park, Playground, Recreational Area Equipment and Supplies |
| <input type="checkbox"/> Instructional Materials | <input type="checkbox"/> Payroll Deductions |
| <input type="checkbox"/> Insurance and Insurance Services | <input type="checkbox"/> Photographic Equipment, Film and Supplies |
| <input type="checkbox"/> Janitorial Supplies, General Line | <input type="checkbox"/> Pipe and Tubing Fittings |
| <input type="checkbox"/> Lab & Field Equipment & Supplies: Biology, Botany, etc. | <input type="checkbox"/> Printer/Copier toner and ink cartridges |
| <input type="checkbox"/> Laundry and Dry Cleaning Compounds, Detergents and Supplies | <input type="checkbox"/> Publications, Audiovisual Materials, Books, Textbooks |
| <input type="checkbox"/> Lawn Maintenance Equipment and Accessories | <input type="checkbox"/> Radio Communication, Telephone, Telecommunication Equipment |
| <input type="checkbox"/> Library Services | <input type="checkbox"/> Refrigeration Equipment and Accessories |
| <input type="checkbox"/> Machinery and Hardware, Industrial | <input type="checkbox"/> School Equipment, Teaching Aids and Supplies |
| <input type="checkbox"/> Metals: Bars, Plates, Rods, Sheets, Strips and Tubing | <input type="checkbox"/> Special Needs equipment, materials, and supplies |
| <input type="checkbox"/> Musical Instruments, Accessories and Supplies | <input type="checkbox"/> Sporting Goods, Athletic Equip and Athletic Facility Equip |
| <input type="checkbox"/> Nursery(Plants) Stock, Equipment and Supplies | <input type="checkbox"/> Television Equipment and Accessories |
| <input type="checkbox"/> Office Machines, Equipment and Accessories | <input type="checkbox"/> Tires and Tubes |
| <input type="checkbox"/> Appliances and Equipment, Household Type | <input type="checkbox"/> Travel Related Items |
| <input type="checkbox"/> Architectural Services, Professional | <input type="checkbox"/> Visual Education Equipment and Supplies |
| <input type="checkbox"/> Art Equipment and Supplies | |
| <input type="checkbox"/> Assessment/Testing related | |
| <input type="checkbox"/> Audio Visual Equipment | |
| <input type="checkbox"/> Automobiles, School Buses, SUVs and Vans | |
| <input type="checkbox"/> Automotive Access. for Automobiles, buses, trucks etc. | |
| <input type="checkbox"/> Automotive and Trailer Bodies, Body Accessories and Parts | |
| <input type="checkbox"/> Automotive and Trailer Equipment and Parts | |
| <input type="checkbox"/> Automotive Shop and Related Equipment and Supplies | |
| <input type="checkbox"/> Badges, Awards, Emblems, Name Tags and Plates, Jewelry etc. | |
| <input type="checkbox"/> Bags, Bagging, Ties, and Erosion Sheeting etc. | |
| <input type="checkbox"/> Belts and Belting: Automotive and Industrial | |
| <input type="checkbox"/> Cafeteria and Kitchen Equipment, Commercial | |
| <input type="checkbox"/> Chemical Laboratory Equipment and Supplies | |
| <input type="checkbox"/> Chemical Raw Materials | |
| <input type="checkbox"/> Clocks, Watches, Timepieces, Jewelry and Precious Stones | |
| <input type="checkbox"/> Clothing Accessories | |

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code 7 List account number(s) here (optional)	Requester's name and address (optional)

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

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. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date



CANUTILLO INDEPENDENT SCHOOL DISTRICT

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

1. The prospective bidder certifies, by submission of this proposal, 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.
2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date



Vendor Acknowledgement of Terms & Conditions

To all vendors conducting business with the Canutillo Independent School District:

It is important that you read and completely understand the terms and conditions of transacting business with Canutillo ISD. Please read this letter, the New Vendor Form and the attached related forms. Your signature acknowledges that you have read and agree to all terms and conditions listed on this form and related forms.

INSTRUCTIONS:

- Please type all forms if at all possible.
- Vendor's name should be completely spelled out. No initials, if relevant. Many vendors have different addresses for receiving payment, sometimes different names. Please complete the vendor name and address block appropriately.
- Address should correspond to the ordering address as well as the payment address, if applicable. The vendor representative space can be listed as a department if no one individual is named.
- Please provide toll free numbers if available.
- Federal ID number (Employer Identification Number) is required for Corporations or a valid Social Security Number is required for sole proprietorships and individuals.
- You are responsible to notify us of any and all changes stated herein. Failure to do so may result in your company not receiving a purchase order or bid requests.
- D&B Duns Number must be included if listed with Dun & Bradstreet.
- Indicate type of business your firm is such as Corporation, Sole Proprietor, Partnership, or LLC.
- If you know the Department or Campus that is requested that you become one of our vendors, please indicate it as well.

All forms must have all information filled out completely. Be advised that your firm will not be added to our computer system as an authorized vendor without all the attached forms completed and returned.

Required Forms

New Vendor Request Form

This form must be completed to set your company up in our computer system.

Related Forms:

IRS Form W-9

Tax numbers and the W-9 form are important for legal representation of lawful vendors. Only lawful vendors will be added to our computer system. Company names will be verified with tax numbers.

Conflict of Interest Form (CIQ)

A vendor shall file a completed conflict of interest questionnaire with the District. A complete copy of chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us>

Suspension and Debarment Form

This form is required of all vendors and must be signed and dated before you can conduct business with the Canutillo Independent School District.

Purchasing Category Sheet

Please indicate by marking the appropriate categories that your company can supply to the Canutillo Independent School District. This list will be utilized to identify companies and their products or services and will assist the District when bid requests are sent out.

House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that requires Board of Trustee approval and is \$10K or more.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Procurement

Please initial to confirm agreement of District Policies.

Purchase Orders

The following serves as official notification to all Canutillo ISD vendors that all business transactions must be made using an official District Purchase Order. Having said this, merchandise and/or services provided to the District without a Purchase Order in place will not be considered an official transaction with the District. Thus, the business transaction then becomes an agreement with the individual that placed the request and you, the vendor.

Vendors should never accept requests to add additional products and/or services to an existing Canutillo Independent School District Purchase Order without approval by the Purchasing Agent. Items/services appearing on an invoice that do not match the original issued CISD Purchase Order will not be paid and the entire invoice will be rejected for payment.

Vendors who violate these procedures may be subject to being placed on hold for issuance of future purchase orders.

Sales Taxes

Canutillo Independent School District is exempt from the payment of state sales taxes by the fact it is a political subdivision of the State of Texas. There is not a "tax exempt" number as none exist in Texas. (RCS Chapter 20, Title 122A, 20.04) Tax Code 151.309)

Gifts and Benefits

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. No employee of the Canutillo ISD may accept any improper benefit, monetary or otherwise, from an organization that is a Vendor to Canutillo ISD or that seeks to do business with the Canutillo ISD. Vehicles, tools, equipment, other merchandise or the free use of such items from an individual or organization doing business, or that seeks to do business with Canutillo ISD is prohibited.

Material Safety Data Sheets

Federal and state regulations require manufacturers and distributors of hazardous materials to provide Material Safety Data Sheets (MSDS) to end users of their products. Vendors are required to provide an original MSDS, where required, on each product Canutillo ISD purchases.

Carton Labeling Requirements

All cartons must have Vendor name, origin address and Canutillo ISD's ship to address on the outside of the carton. Each carton must also be clearly marked with:

- Purchase Order number;
- Carton number (Example: 1 of 4, 2 of 4, etc.)
- Expiration / Shelf Life dates, if applicable

Packing List Requirements

- To ensure the efficient receipt of your shipment, all shipments must include a Packing List and have the Purchase Order number clearly marked on the outside of the boxes
- Line items on the packing list must be in the same order as on the Purchase Order
- The Packing List must be visible and be enclosed in an envelope marked "Packing List."
- Vendor packing slip information must match actual product shipped
- Warranty information – If you have a company warranty that applies to your product, provide the complete warranty information

Shipments

- No C.O.D. shipments are allowed
- Canutillo ISD will not pay for overages on the Purchase Order
- Any changes to the Purchase Order quantity or ship date are to be requested within 5 business days of receiving the initial order
- All shipments shall be F.O.B. Destination

Back Order Policy

Canutillo ISD does not accept back orders or substitutions. Thus, Purchase Orders should be handled strictly on a **ship or cancel basis**. Any backorder shipped will be refused at receipt and returned to the Vendor at the Vendor's expense.

Shipping Deadlines

Vendor shipments must abide by "cancel" dates, indicated on Purchase Orders. The "cancel" date is the last date an order may arrive at its final destination. Because the District has to follow Federal Funding Guidelines, there will be times when orders have to be received by a specific deadline. By accepting our purchase orders with the notations indicating the deadline, you agree that any items received after the cancellation date, will be rejected and will be sent back to the Vendor at Vendor's cost, plus cost of the inbound freight and return freight. No Purchase Order should be shipped, after the assigned cancel date, without authorization.

Accounts Payable

Payment Terms

Canutillo ISD Accounts Payable Department has systems in place to process invoices promptly and accurately, if they meet our billing requirements. Invoices that do not meet our requirements run the risk of being paid late or being returned to the Vendor. Invoices are verified by referencing Purchase Order and receipt information. Once invoices are "matched" to the receiving and Purchase Order records, they become available to pay. Currently our accounts payable system is not set up to pay early payment discounts. **Our payment terms are 30 days from the receipt of your invoice.** By signing this form, your firm agrees to these terms.

NOTE: Invoices that cannot be processed for any reason may be returned to the Vendor for correction and re-billing. Vendors with continual invoicing problems may be subject to being placed on hold for issuance of future purchase orders.

Invoicing

- Canutillo ISD pays by invoice, not by statement
- Do not attach invoices to monthly statements
- Invoices must be submitted via US Mail with 2 original copies or electronically in PDF or Excel format via email to: accountspayable@canutillo-isd.org (Preferred Method)
- Submit one invoice per Purchase Order;

- Do not combine multiple Purchase Orders on an Invoice Bill, only for merchandise shipped
- Invoice Bill only for merchandise shipped
- No back orders -only one shipment per Purchase Order
- Invoices must have the corresponding Purchase Order number
- Invoices must be submitted in a timely manner; invoices will not be accepted and will not be paid if they are submitted after 120 days of the time the goods and services are rendered and or projects are complete.

Credit Memos

Credit memos must reference the following information:

- Original invoice number and purchase order number
- Item quantity, part number, description, price etc.
- Reason for the credit (i.e. billing, shortage, wrong item, damage, price, etc.)

Payment Processing

Checks are mailed once a week through the U.S. Postal Service using first class mail. To expedite the payment process, Canutillo ISD also offers American Express as a payment option for Vendors that accept American Express payments.

Account Inquires

Inquiries about past due invoices should

- Include: Invoice number, date, amount, and Purchase order number

The Accounts Payable Department for Canutillo ISD handles inquiries from Vendors regarding unpaid invoices or payment problems. Please do not contact campuses or departments in reference to unpaid invoices or payment issues. Account inquiries should be sent to the attention of our Accounts Payable Department at: accountspayable@canutillo-isd.org.

I hereby agree to the above terms & conditions set forth in this letter.

Company Name: _____ Date: _____

Title: _____ Printed Name: _____

Signature: _____

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District policy of non-discrimination contact: Executive Director of Human Resources, (915) 877-7423, 7965 Artcraft Rd., El Paso, TX. 79932.

El Distrito Escolar Independiente de Canutillo no discrimina en cuanto a raza, color, origen, género, edad o discapacidad en lo que se refiere a sus prácticas de empleo, o al proveer servicios, actividades y programas educativos y vocacionales. Para mayor información respecto a la política de no discriminación de Distrito Escolar Independiente de Canutillo, favor de contactar a: Director Ejecutivo de Recursos Humanos, (915) 877-7423, 7965 Artcraft Rd., El Paso, TX 79932.



CANUTILLO INDEPENDENT SCHOOL DISTRICT

CONTRACT PROVISIONS EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)

Canutillo ISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements, which *may* be applicable to specific purchases using federal grant funds.

For each of the following items listed below, Vendor must certify this EDGAR Vendor Certification Form and ability to comply, by having an authorized representative of their organization, check and initial where applicable. Form must be signed and acknowledge for consideration. Failure to complete any item on this form will result as a "NO, I do NOT agree to the above" and/or non-consideration for the solicitation on hand.

1. Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms):

☐ **YES, I agree to the above.** (Initial: _____)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

Vdr Enter Bid # _____ and Bid Name _____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

2. Termination for Cause or Convenience

For contracts in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

Canutillo ISD may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing ten (10) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, Canutillo ISD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If Canutillo ISD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

3. 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies if it meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

Vdr Enter Bid # _____ and Bid Name _____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

4. Davis-Bacon Act

When required by Federal program legislation, Vendor agrees that, all prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 sub recipient 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.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

5. Contract Work Hours and Safety Standards Act

Where applicable, contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

Vdr Enter Bid # _____ and Bid Name _____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

6. Right to Inventions Made Under a Contract or Agreement

If the Canutillo ISD's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

Vdr Enter Bid # _____ and Bid Name _____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

8. Debarment and Suspension

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 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other

than Executive Order 12549. Vendor further agrees to immediately notify Canutillo ISD with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☐ YES, I agree / certify to the above. (Initial:_____)
- ☐ NO, I do NOT agree / certify to the above. (Initial:_____)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) -Vendors 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 USC 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.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☐ YES, I agree to the above. (Initial:_____)
- ☐ NO, I do NOT agree to the above. (Initial:_____)

Vdr Enter Bid #_____ and Bid Name_____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

10. Procurement of Recovered Materials

For purchases utilizing federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☐ YES, I agree to the above. (Initial:_____)
- ☐ NO, I do NOT agree to the above. (Initial:_____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$250,000, Canutillo ISD may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required, Vendor agrees to provide information and negotiate with Canutillo ISD profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor shall not exceed the awarded pricing, including any applicable discount, under Vendor's Contract and/or Award.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☐ YES, I agree to the above. (Initial:_____)
- ☐ NO, I do NOT agree to the above. (Initial:_____)
-

12. Record Retention Requirements for Contracts Involving Federal Funds

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

Vendor Certification, Item 12 (Record Retention Requirements for Contract Involving Federal Funds):

- ☐ YES, I agree to the above. (Initial:_____)
- ☐ NO, I do NOT agree to the above. (Initial:_____)
-

Vdr Enter Bid # _____ and Bid Name _____



CANUTILLO INDEPENDENT SCHOOL DISTRICT

13. Energy Policy and Conservation Act

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

Vendor Certification, Item 13 (Energy Policy and Conservation Act):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

14. 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.

Vendor Certification, Item 14 (Buy America Provisions):

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Address, City, State, and Zip Code

Phone Number

Print Name of Authorized Company Official

E-mail address

Signature of Authorized Company Official

Vdr Enter Bid # _____ and Bid Name _____