



**Cleburne Independent School District**  
**Attn: Purchasing Department**  
**505 N. Ridgeway, Ste. 100**  
**Cleburne, Texas 76033**  
**Phone: 817-202-1100**  
**Fax: 817-202-1461**

## **Vendor Application Information and Instructions**

Cleburne ISD, as well as all other school districts in the State of Texas, is governed by the state competitive bid law, Texas Education Code (TEC) 44.031.

When CISD buys more than \$50K of “like items” over the period of a fiscal year (July 1-June 30), we are required to either bid (bid specs, formal advertisement, evaluation & award), or purchase through a purchasing cooperative. A purchasing cooperative typically goes through the same bid steps in a process to award bids/select vendors as a member of their cooperative.

In defining “like items”, the TEC considers items like technology (computers, printers, peripherals, network items) athletic supplies (helmets, workout gear, equipment, uniforms) to be a good example of the intent of “like items”. Annually, CISD bids for athletic supplies, classroom/office/teaching supplies, custodial supplies, a fuel supplier, property/liability insurance and copy paper. When a vendor for these type items does not participate in the annual bid process, that vendor will need to wait on the next bid opportunity. Please check the website. You may also register on Public Purchase to receive emails.

There are times the district will need to add vendors for certain items that are not submitted for bid, items that fall under the \$50K aggregate. In this case we will need the vendor to fill out the attached forms. Please email these forms to [htodd@c-isd.com](mailto:htodd@c-isd.com), or fax them to 817- 202-1461. If you have any questions, please contact the Purchasing Department at 817-202-1118.

Thank you for your interest in doing business with Cleburne ISD

**VENDOR APPLICATION FORM**

Name of Company/Firm: \_\_\_\_\_

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

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

Name of Representative/Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Area(s) of Procurement for the company is requesting consideration: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is your company a member of any Purchasing Cooperative? (Ex: TASB Buyboard, TCPN, EPCNT, TIPS USA, Region XI, etc):       YES       NO

If answer is yes, please list your company's purchasing cooperative affiliations: \_\_\_\_\_

\_\_\_\_\_

Are you a Sole Source Vendor for the procurement areas you listed?       YES       NO

If the answer is YES, and you would like to sell goods to Cleburne ISD as a Sole Source Vendor, please fill out the attached Sole Source Affidavit.





Approved: _____ Exp. Date: _____ For office use only.
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## SOLE SOURCE AFFIDAVIT

*Must be notarized to be valid.*

Before me on this day \_\_\_\_\_, the undersigned official, personally appeared, a person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

"My name is \_\_\_\_\_. I am over the age of 18, have never been convicted of a crime, and am competent to make this affidavit."

"I am an authorized representative of the following company or firm: \_\_\_\_\_."

The above-named company or firm is the sole source of the following item(s) or product(s) (Attach additional sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

"Competition in providing the above-named item(s) or product(s) is precluded by the existence of a patent, copyright, secret process, or monopoly." Please check all that apply.

Patent
  Copyright
  Secret Process
  Monopoly

"There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights."

**Please print or type the following:**

Company Name: _____	Tax ID#: _____
Address: _____	Phone: _____
City _____	Fax: _____
State _____ Zip Code _____ - _____	Email: _____
Sales Rep: _____	Website: _____
Discount: _____ Min. Order _____	Shipping Charges: _____

Texas Education Code Subchapter B., Sec. 44.031

- X. Without complying with Subsection (a), the board of trustees of a school district may purchase an item that is available from only one source including:
  - A. an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
  - B. a film, manuscript, or book;
  - C. a utility service including electricity, gas, or water; and
  - D. a captive replacement part or component for equipment.
- XI. The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase in excess of \$ 15,000.00.

\_\_\_\_\_  
Signature

.....

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

_____ Print Name	_____ Notary Public Signature	_____ Commission Expires
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**CLEBURNE INDEPENDENT SCHOOL DISTRICT  
EDGAR COMPLIANCE**

The following provisions are required and apply when federal funds are expended by Cleburne ISD for any contract resulting from this procurement process. The Cleburne ISD is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Cleburne ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Cleburne ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

When federal funds are expended by Cleburne ISD for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

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

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

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

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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

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

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Printed Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Felony Conviction Notification**

**Note: If this is a publicly-held company, you may skip this page**

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or as 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."

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.

**VENDOR'S NAME** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED)**

\_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Company Official:**

\_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony:

**Signature of Company Official:**

\_\_\_\_\_

C. 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): \_\_\_\_\_