

# **Doing Business with Canyon Independent School District**

Canyon Independent School District  
Purchasing Department  
3301 N 23<sup>rd</sup> Street  
Canyon, TX 79015  
Phone: (806) 677-2600  
Fax: (806) 677-2658

## **General Information**

Thank you for your interest in working with Canyon ISD. The district is located in Randall County and consists of 16 campuses and approaching 9,000 students.

## **Mission Statement**

The mission of Canyon ISD in partnership with the home and community is to expect and provide the highest standards of performance through diverse and nurturing educational experiences.

## **Purchasing Department's Goal**

To provide quality product, services and materials to the district at the best value while complying with all relevant statutes and policies.

## **Where to Begin**

- The Purchasing Office acts as a liaison between vendor sales representative and district personnel; therefore, all sales representatives are asked to contact the Purchasing Office prior to contacting departments or campuses.
- Suppliers interested in pursuing business with Canyon ISD are invited to forward information directly to the Purchasing Office at the address above address or fax number. Please include company information such as product types and brands, catalogs and line cards.
- Suppliers may also visit the Purchasing Office between the hours of 8:00 a.m. and 4:00 p.m. on Mondays through Fridays. Appointments are recommended.
- A solicitation note: the district asks suppliers not to offer gratuities or gifts to district personnel.
- All buying decisions are based solely on "best value" award criteria and will not be influenced by any other supplier offerings.

## **Purchase Orders**

- Canyon ISD requires purchase orders be issued for all procurement transactions.
- Purchase Orders are valid only if both a) a purchase order number appears in the space provided, and b) the signature (electronically printed or signed) of the district's authorized Purchasing Agent appears in the space provided.
- Vendors are only guaranteed payment for orders or deliveries authorized by the issuance of an official district purchase order. Canyon ISD is not responsible for articles delivered and/or services performed without a written purchase order.
- Canyon ISD purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
- All communications (excluding invoices) concerning problems with a purchase order should be addressed to the Purchasing Agent, Canyon Independent School District, 3301 N 23<sup>rd</sup> Street, Canyon, Tx 79015.

## **Warranty, Guarantee, Laws and Regulations**

- By accepting a Canyon ISD purchase order the vendor (in addition to any guarantees and warranties provided by law) expressly guarantees and warrants all goods as follows:
  - That the articles delivered will be in full conformity with the specifications or with the approved sample submitted.
  - This warranty shall survive acceptance of delivery and payment for the articles and the vendor agrees to bear the cost of inspecting and/or testing all articles rejected.
  - That the articles delivered will not infringe on any valid patent, trademark, trade name, or copyright and that the vendor will, at no expense to Canyon ISD, defend any and all actions or suites charging such infringement against the District, its agents and employees, in the event of any action or suit.
  - That the articles delivered will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations.
  - That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

## **Transportation**

- All shipments are to be made "F.O.B. Destination" unless otherwise specified on the bid, proposal or on the purchase order.
- When articles are sold "F.O.B. Point of Origin" and the District's purchase order confirms that, please prepay shipping charges and record prepaid charges as a separate item on the invoice.
- It is understood that title of the articles delivered will not pass until the article is accepted at the delivery destination.

### **Inspection, Rejection and Excess Shipment**

- In addition to other rights provided by law, the District reserves the right to:
  - Inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality,
  - Reject articles shipped contrary to instruction or in containers which do not meet recognized standards, and
  - Cancel the order if not filled with the time specified.
- The District may return rejected articles or excess merchandise or, subject to the vendor's order hold the article at vendor's risk and expense and may, in either event, charge vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expenses.

### **Articles and Services**

- Articles delivered and/or services performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on the vendor's bid proposal and as itemized on the purchase order.
- No substitution of goods or services shall be made without the prior authorization of the Purchasing Agent or representative.
- If a purchase order cannot be filled as specified, the Purchasing Agent must be notified in writing.

### **Price Changes**

- The district accepts the bid prices as recorded on the bid proposal and on the purchase order but reserves the right to cancel the order if prices are to be increased prior to delivery of the articles or completion of the services.
- The vendors should not, therefore, fill a purchase order at increased prices without prior authorization from the Purchasing Agent or representative.
- No separate charges, except those clearly recorded on the bid proposal and on the purchase order, can or will be allowed.

### **Delivery**

- When delivery is to be made directly to a school building:
  - Such delivery shall be made during school hours, Monday through Friday, except on school holidays, and
  - Articles delivered shall be placed inside the school building in the room or rooms to be designated at no additional charge.
- The district cannot and will not accept tailgate deliveries at a school entrance unless specifically stated on the purchase order.

**Invoices/Payment**

- Invoices are to be submitted to Canyon ISD Accounts Payable office in duplicate only for items that have been rendered.
- Invoices with reference to the purchase order number and listing items or services other than those shown on the purchase order (with the exception of reasonable transportation charges) will not be paid.
- Standard terms for Canyon ISD are payment within thirty (30) days after receipt of goods or services.
- Discounts for early payment shall be taken if earned.
- Any diversion from these procedures will result in delay of payment to the vendor.
- If you should have any additional question, please contact the Purchasing Department for clarification.

**Conflict of Interest**

Any vendor contemplating conducting business with Canyon ISD or currently conducting business with Canyon ISD should make themselves familiar with the reporting requirements of Local Government Code, Section 176.006

(<http://tlo2.tlc.state.tx.us/statutes/docs/LG/content/htm/tg.005.00.000176.00.htm#176.006.00>)

If warranted, a vendor should complete the Conflict of Interest Questionnaire posted on the Canyon ISD web site.

(<http://www.canyonisd.net>) and return it to the District Purchasing Office.

**Background Searches**

As of July 1, 2008, Texas Senate Bill 9 mandated that all school district contractors obtain state and federal background searches on any of their employees who may have direct contact with students. The form at the top of the next page must be completed by any contractor bidding for a new contract or renewing an existing contract with Canyon ISD after July 1, 2008. Requirements, instructions on how to obtain the background searches, and contact information are also on the following page.

**Agreement with Canyon Independent School District  
Regarding Criminal History Background Searches with Vendors/Contractors**

Canyon Independent School District has provided me with the information to be in compliance with the Senate Bill 9 mandate in regards to required background searches for all companies working with Canyon ISD as a vendor or contractor. My signature indicates that I will comply with Senate Bill 9 by conducting background searches and have employees fingerprinted with the DPS- Fingerprint-based Applicant Clearinghouse of Texas- FACT.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Attached: Copy of Information from Texas Education Agency and State Board of Education:**

**Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9**

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
PO Box 149322  
Austin, Texas 78714-9322  
Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name  
Company Address  
Company Phone  
Name of Company point of contact  
Phone of Company point of contact  
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After you sign the DPS User Agreement for FACT, DPS will provide you with a revised **FAST Fingerprint Pass** that you will have to provide to your employees and applicants. Your employees and applicants will use the **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.