



## **Canutillo ISD**

### **Finance/Audit/Facilities/Planning Committee Meeting**

**Thursday, October 13, 2011 6:00 PM**

# Agenda of Finance/Audit/Facilities/Planning Committee Meeting

## The Board of Trustees Canutillo ISD

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A Finance/Audit/Facilities/Planning Committee Meeting of the Board of Trustees of Canutillo ISD will be held October 13, 2011, beginning at 6:00 PM in the Canutillo ISD Administration Office - 7965 Artcraft - El Paso, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

### 1. GENERAL FUNCTIONS

A. Call to Order

B. Roll Call

*Armando Rodriguez, Chairperson; Patsy Mendoza; and Rachel Quintana*

### 2. COMMITTEE BUSINESS

A. Review of Warrant List for September 1-30, 2011 to include discussion and possible recommendation to the Board of Trustees

Presenter: Mrs. Aguirre

B. Review of District Financials for September 1-30 to include discussion and possible recommendation to the Board of Trustees

Presenter: Mrs. Aguirre

C. Compliance Calendar Review

4

Presenter: Ms. Hidalgo

D. Discussion and possible recommendation to the Board of Trustees regarding Equity Center Legal Action

7

Presenter: Dr. Murphy

E. Discussion and possible recommendation to the Board of Trustees regarding Canutillo Bond Accountability Committee (CBAC)

20

Presenter: Dr. Murphy

F. Discussion and possible recommendation to the Board of Trustees regarding purchase of two vehicles (Facilities and Administration)

Presenter: Dr. Murphy

G. Update on RFQ for Architectural Services to include discussion and possible recommendation to the Board of Trustees

45

Presenter: Mr. Armendariz/Mr. Gatlin

H. Update on Energy Management Services to include possible formulation of recommendation to the Board of Trustees Presenter: Mr. Armendariz/Mr. Gatlin	91
I. Update on Wastewater Plant Presenter: Mr. Armendariz	92
J. Bond Projects Update Presenter: Mr. Armendariz	
K. Report on concrete for lift stations Presenter: Mr. Armendariz	93
3. COMMUNITY INPUT Comments/Input from community members on items discussed by the Finance/Audit/Facilities/Planning Committee	
4. ADJOURNMENT	

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at \_\_\_\_\_.

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Toni M. Blaes, Administrative Assistant  
For the Board of Trustees

**CISD Internal Audit Office**  
**Compliance Calendar Report as of September 30, 2011**

No	Fiscal Year	Summary of Pending Task(s)	Report Date	Action Required Date	Follow-up Report Date	Administrators Responsible	Current Status	Tasks Completed Yes / No
<b><i>FY 2007-2008 (Total Findings = 4)</i></b>								
1	FY08	Evaluate bus routes.	3/20/08	9/1/08	4/24/09	Juan Miranda, Transportation Supervisor & Ernesto Armendariz, Executive Director for Facilities & Transportation	<b>VERIFICATION In Process via Transportation Audit</b>  Internal Audit is in the process of reviewing bus route information provided for the 2010-2011 and 2011-2012 school years as part of the current Transportation Audit.	<b>TBD</b>
2	FY08	Restructure & Reorganize the Transportation Department.	3/20/08	9/1/08	4/24/09	Juan Miranda, Transportation Supervisor & Ernesto Armendariz, Executive Director for Facilities & Transportation	<b>VERIFICATION In Process via Transportation Audit</b>  Internal Audit is in the process of reviewing the organizational structure information provided for the 2010-2011 and 2011-2012 school years as part of the current Transportation Audit.	<b>TBD</b>
3	FY08	Formally document the process of bus route selection and assignment of extra runs.	3/20/08	9/1/08	4/24/09	Juan Miranda, Transportation Supervisor & Ernesto Armendariz, Executive Director for Facilities & Transportation	<b>VERIFICATION In Process via Transportation Audit</b>  Internal Audit is in the process of reviewing the process documentation provided for the bus route selection and assignment of extra runs as part of the current Transportation Audit.	<b>TBD</b>

**CISD Internal Audit Office  
Compliance Calendar Report as of September 30, 2011**

No	Fiscal Year	Summary of Pending Task(s)	Report Date	Action Required Date	Follow-up Report Date	Administrators Responsible	Current Status	Tasks Completed Yes / No
4	FY08	Match hours worked to leave earned for employees in the Transportation Department.	3/20/08	9/1/08	4/24/09	Juan Miranda, Transportation Supervisor & Ernesto Armendariz, Executive Director for Facilities & Transportation	<b>VERIFICATION In Process via Transportation Audit</b>  Internal Audit is in the process of obtaining hours and leave worked information as part of the current Transportation Audit.	<b>TBD</b>
<b>FY 2008-2009 (Total Findings = 1)</b>								
5	FY09	Implement written regulations in faculty handbooks on teacher responsibilities for teacher's edition textbooks.	08/27/09		January 2010	Sylvia Gonzales, Program Compliance Director, Human Resources	<b>PENDING COMPLETION</b>  <b>08/31/11</b> - Internal Audit discussed the status of this finding with Ms. Gonzales. Management reported that 8 of 9 campuses have incorporated the required updates into their faculty handbooks. IA has reviewed the handbooks and verified the required updates for the 8 of 9 campuses. The remaining campus had no prior faculty handbook, thus campus administration is in the process of creating one and will incorporate the required update. Internal Audit will verify upon completion of such.  <b>09/30/11</b> - Development of the faculty handbook for the one remaining campus is still in process.	<b>NO</b>
<b>FY 2009-2010 (Total Findings = 1)</b>								

**CISD Internal Audit Office  
Compliance Calendar Report as of September 30, 2011**

No	Fiscal Year	Summary of Pending Task(s)	Report Date	Action Required Date	Follow-up Report Date	Administrators Responsible	Current Status	Tasks Completed Yes / No
6	FY10	TBD	7/9/10			TBD	<p><b>PENDING - Title I Audit Scheduled for February 2012</b></p> <p>The TEA's Division of Financial Audits conducted an audit focused on CISD's administration of the following:</p> <ul style="list-style-type: none"> <li>- Title I, Part A: Improving Basic Programs</li> <li>- Title I, Part C: Migrant Education</li> <li>- Title II, Part A: Teacher &amp; Principal Training &amp; Recruiting</li> </ul> <p>The final report dated July 9, 2010 noted a total of four findings. In addition, the TEA recommended that CISD submit an audit plan for the 2010-2011 school year that specifically addressed its compliance with federal and state requirements for discretionary and formula grants. On 6/1/2011, Internal Audit shared and discussed the revised FY11/FY12 audit plan with Mr. Jose de la Garza, Audit Manager, Division of Financial Audits. Internal Audit will follow-up on the related findings and recommendations in conjunction with the Title I audit scheduled to begin in February 2012.</p>	TBD
<b>FY 2010-2011 (Total Findings = 1)</b>								
7	FY11	TBD	8/17/11			TBD	<p><b>PENDING - Action Plan Submitted - TEA Response Pending</b></p> <p>CISD received TEA's CTE PAR Preliminary On-Site Report on 7/26/11. CISD submitted the required Action Plan to TEA on 09/21/11. At that time, CISD was informed that Rhea Copening (Lead TEA Auditor) would review the plan and provide feedback regarding approval and/or changes to the plan. No specific target feedback date was provided by TEA.</p>	TBD
<b>End of Report (Total Findings = 7)</b>								



# EQUITY CENTER

Standing Up For Texas Children

**President**  
JODDIE WITTE  
Van ISD

**First Vice-President**  
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San Antonio ISD

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**Vice-President, Finance**  
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Dickinson ISD

**Vice-President, Membership**  
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**Secretary-Treasurer**  
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DARRELL MYERS  
Reg 6 - Livingston ISD

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Reg 9 - Bellevue ISD

KYLE COLLIER  
Reg 10 - Pottsboro ISD

DEBORAH CRON  
Reg 11 - Weatherford ISD

ROBIN BATTERSHELL  
Reg 12 - Temple ISD

CHARLES DUPRE  
Reg 13 - Pflugerville ISD

ALAN RICHEY  
Reg 15 - Bronte ISD

MONTY HYSINGER  
Reg 16 - Clarendon ISD

KAREN GARZA  
Reg 17 - Lubbock ISD

DENNIS MCENTIRE  
Reg 18 - Presidio ISD

ELDEFONSO GARCIA  
Reg 19 - Fabens ISD

**Legislative Advisors**  
BILL GRUSENDORF  
Ret., San Saba ISD

ROD SCHRODER  
Amarillo ISD

September 7, 2011

Dr. Damon Murphy, Superintendent  
Canutillo ISD  
P.O. Box 100  
Canutillo, Texas 79835-0100

Dear Dr. Murphy:

Because of the historical problems with the school finance system, coupled with the actions of the 82nd Legislature, we believe now is the time to pursue legal action because we must have a system that is fair for all Texas children, taxpayers and districts. Therefore, we are moving forward and would like you to be involved in our efforts as a named plaintiff or financial supporter.

With a core group of districts already established and in the process of getting final board approval, we will advance with a strong and comprehensive legal argument. The basis for the suit (further described in the attached memo) will attack the school finance system for its lack of: *efficiency*, both from a student and taxpayer equity position, and in regards to the arbitrary and irrational Target Revenue scheme; *adequacy*, most especially with respect to districts' inability to meet state requirements and local expectations; and *meaningful discretion* (*de facto* state property tax argument).

Our focus will expand beyond the courtroom to include a strategic emphasis on media messaging, community outreach, district training and legislative impact.

Please join us as we move forward to stand up for Texas children, taxpayers and districts. We encourage you to read the attached litigation packet as we believe it will answer many of your questions. If you have additional questions or would like to meet with us in person to discuss this issue, you are invited to come to Austin on September 14 to attend a litigation meeting (see enclosed flier for more details).

Thank you for your consideration and we hope to hear from you soon.

Sincerely,

Wayne Pierce, EdD  
Executive Director

CC: CFO/Business Manager

Enclosure: Litigation Packet

1220 Colorado Street, Suite 300 • Austin, Texas 78701

Office (512) 478-7313 • Fax (512) 478-6433 • info@equitycenter.org • www.equitycenter.org



## The Justification for School Finance Litigation

August 26, 2011

Actions taken during the regular and special sessions of the 82<sup>nd</sup> Legislature put public education in an untenable financial position. And, there are clear indicators that this is not a short-term problem, necessary only to deal with a temporary budget shortfall, but what members of the leadership have termed “the new normal.”

We believe these legislative actions regarding the funding of Texas public schools are just cause for those committed to an efficient and adequate funding system for children in Texas schools, fair treatment for Texas taxpayers, and a return to local control of public schools to take necessary action to stop the erosion of these principles.

You are invited to join together with other Texas public schools, business owners, parents and other taxpayers for the purpose of speaking with one voice in the litigation of public school finance matters essential to the fair treatment of Texas taxpayers and public school children.

The following are particularly concerning, and represent a call to action:

- The Legislature’s failure to fund enrollment growth for the first time since at least 1949, even to the extent of opposing using *windfall* Rainy Day Funds (any money that comes in over the comptroller’s revenue estimate) to at least partially fund enrollment growth;
- The Legislature’s insistence on keeping the Regular Program Adjustment Factor (RPAF) in the calculation of Tier 1 Regular Program allotment, showing an intent to continue cutting every district’s regular program allotment well after next biennium;
- The Legislature’s attempt—which we helped block—to allow permanent reductions in public education funding in the appropriations bill through proration without the currently-required payback in the following school year;
- The Legislature’s opposition to a schedule of reducing Target Revenue and using the savings to increase the Basic Allotment.

Additionally,

- The Legislature’s continued refusal to address the \$10 billion structural deficit that will continue to plague us each biennium.
- The Legislature’s choice to avoid closing unjustified tax loopholes to fund public education when the alternative is a \$5.1 billion reduction in current funding levels (\$4 billion in FSP plus \$1.1 billion in grants).

These are all symptomatic of an overall new problem of tremendous significance, the Legislature’s change in philosophy—going from a commitment to maintaining current service levels of public education as a budget priority to using public education as a budget-balancing tool.

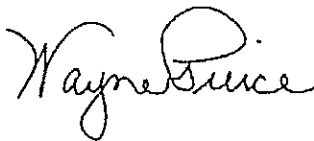
During the legislative session, these new issues overshadowed the Legislature's habitual complicity in maintaining a system that requires many districts to tax at the absolute highest levels in order to spend at levels that are below the state average. Although not discussed during the legislative sessions, the existing problems with the finance system were merely exacerbated. They include:

- The Legislature's failure to increase the Basic Allotment to a legitimate level, causing the percent of districts actually funded through the formula system to range from 0% (2007-08 and 2008-09) to less than 25% (2009-10 and 2010-11; estimated for 2011-12);
- The Legislature's continued refusal to update weights and formulas that the Legislature's own studies have determined to be seriously inadequate or based on hopelessly outdated data;
- The Legislature's failure to fund new applications for the Instructional Facilities Allotment next biennium ;
- The Legislature's failure to increase the guaranteed level for the Existing Debt Allotment for over a decade, even though building costs have more than doubled in many places;
- The Legislature's failure to eliminate the biennium lag of state equalization funding for facilities;
- The Legislature's failure to establish equalized funding above 29¢ of I&S tax rate even though the low equalization level has forced a significant number of districts above that rate;
- The Legislature's continued insistence upon maintaining arbitrary and inefficient hold-harmlesses like the Target Revenue funding system rather than raising all districts to appropriate levels of funding.

For these and other reasons, we believe litigation is the only way to ensure taxpayer equity and a quality education for Texas children. We must litigate for a school finance system that makes sense and is fair to all children, taxpayers, and districts.

Please review our entire litigation packet as your district makes its decision to get involved. We believe we have made the case for it. Please call me at 512-478-7313 if you have questions.

Thank you for all you do for Texas children and the future of our state.



Wayne Pierce, EdD  
Executive Director

## MEMORANDUM

To: Dr. Wayne Pierce

From: Buck Wood, Partner  
Ray, Wood & Bonilla

Date: August 26, 2011

Subject: School Finance Litigation

In 2006 the legislature passed a school finance plan that was not a permanent system but a complex number of patches that tried to do the impossible; keep wealthy districts funded at their current level while spending the only real money available, not on schools, but in politically popular tax reductions.

The legislation could only be a temporary patch because holding so many districts harmless and not putting in the revenue to raise the level of funding for the lower wealth districts was going to drive an unreasonable distribution of state funding if the plan stayed in place which it did.

What has resulted can hardly be called a system. Built around a hold harmless scheme called "target revenue," the present "system" is little more than a hodgepodge of devices intended to satisfy some wants of certain legislators with no conception for a system that would address the real needs and priorities of our public schools.

The legislature paid no attention to whether these plans were constitutional or not. They have been led to believe by some representing the interests of districts that

benefit from the current distribution scheme, that equity is no longer an issue that can be litigated. This belief is not grounded in any legal or logical grounds. In order for the Court to reach such a conclusion, it would have to overrule *Edgewood I* and *II* and parts of *IV*. Regardless of what the state may argue, the data are certainly on our side, and the futures of all Texas children and taxpayers are at stake. We believe our case is strong, and it is outlined in the following four points.

## THE LEGAL CASE

The lawsuit will attack the legislature's actions on four fronts:

1. Equity, both for students and taxpayers.
2. Arbitrary fund distribution scheme.
3. Adequacy.
4. Tax operates as a state property tax.

1. Equity for Students and Taxpayers.

In *Edgewood I* and *II*, the rules for determining the constitutionality of the finance system were established. *Edgewood I* established that *districts (students) should have access to substantially equal revenues at similar tax rates.*

*Edgewood II* reaffirmed *Edgewood I* but extended the equality requirement to taxpayers. It held that property that was being taxed very low by wealthy school districts created inefficiency in the system. Because of the lack of taxes from those wealthy districts, the system was being deprived of the revenues from these undertaxed properties. Thus taxpayer equity was required.

Until *Edgewood IV*, the inequities were calculated in dollars per WADA. In that case the low wealth districts contended that there was a \$600 gap among weighted students and that was too great. In its decision, the Court used a different calculation. It converted the dollar gap to a tax rate gap by comparing the 15% of the wealthiest districts to the 15% of the poorest districts. This gap was calculated at 9 cents. The

Court concluded that a 9 cent gap was not so great to cause the system to be unconstitutional.

The latest data developed by the Equity Center show dollar gaps and tax rate gaps that would have shocked the Court in *Edgewood IV*. Gaps of \$1,500 per WADA (not including the huge gaps in facilities funding) are common, and, using the Court's top and bottom 15% of the districts, analysis reveals a gap in tax rates of approximately 50 cents. Such a huge disparity should cause the Court to declare the system unconstitutional.

2. **Arbitrary Fund Distribution.**

It is apparent to anyone reviewing the distribution of state funds to school districts that there is no rhyme or reason why comparable districts are receiving very different amounts of state funding.

We know that this first difference is due in large part to the so-called "target revenue" concept embedded in the 2006 funding scheme passed by the legislature. Whatever the rationale for using target revenue in 2006, it has resulted in funds being distributed in an arbitrary fashion. In short, there is no rational basis for the distribution of funds under current law.

Under our Constitution, if a legislative scheme has no rational basis, it is unconstitutional. This is a claim that has not been addressed by our Supreme Court because no funding scheme has ever been so irrational. The data are developed and the

results are undisputed. This claim has great potential in that the State is going to be forced to conjure up a reason for the scheme and that is going to be difficult if not impossible.

3. Adequacy.

In the *West Orange Cove* decision, the Supreme Court adopted the adequacy definition contained in the Education Code. Simply put, this definition requires that school districts be able to “provide all of their students with a *meaningful opportunity* to acquire the essential knowledge and skills reflected in ... curriculum requirements ... such that upon graduation, students are prepared to “continue to learn in postsecondary educational, training, or employment settings.” TEX. EDUC. CODE § 28.001 (emphasis added) ...

The Court did add the following caveat:

“The public education system need not operate perfectly; it is adequate if districts are *reasonably* able to provide their students the access and opportunity the district court described.”

While a pure adequacy suit is difficult to prove, the Court in *West Orange Cove* conceded this about the system in place at that time: “the public education system has reached the point where continued improvement will not be possible absent significant change, whether that change take the form of increased funding, improved efficiencies, or better methods of education.”

Things are worse now and this claim should be made.

4. Tax Constitutes a State Property Tax.

In *West Orange Cove*, the Supreme Court held that because some school districts which were at or near the tax cap of \$1.50, were left with no meaningful discretion in meeting state standards, the tax had become an unconstitutional state property tax. In short, the Court said that the \$1.50 tax cap had become both a floor and ceiling for some school districts when raising revenues to meet their obligation under state law.

Presently, there are over 200 school districts in Texas which are at the \$1.17 tax cap. Almost all of these districts are low wealth districts. Using the same type of evidence that was used in the *West Orange Cove case*, we believe that a good case can be made that for many districts, the tax cap has created the identical situation that existed in that case. An important holding in *West Orange Cove* was that a single district may maintain a claim; no large group of districts was required. This allows plaintiffs to focus on specific districts where the evidence is strong.

Conclusion

The legal arguments presented here should leave no room for doubt that a challenge to the legislature's method for funding public schools in Texas is necessary and timely.

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## **Board Resolution Template**

**This language may be used to seek approval to join the plaintiff group:**

"The \_\_\_\_\_ ISD Board of Education authorizes an expenditure not to exceed \$1 per WADA to join together with other Texas public schools, taxpayers and parents as an unincorporated association for the purpose of speaking with one voice in the litigation of public school finance matters essential to the fair treatment of Texas taxpayers and public school children."

**This is how the item should be added to the board meeting agenda:**

***Agenda appropriate for consultation with attorney and action item:***

"Consultation with attorney under Texas Government Code Sect. 551.071 – consultation with attorney in closed session to discuss contemplated litigation related to the school finance system."

Action Item:

"Consider Resolution to join unincorporated association concerning the Texas school finance system and potential litigation to protect the taxpayers and school children of Texas."

***Agenda appropriate to consider resolution when attorney is not present with action item:***

"Consider resolution related to potential school finance litigation."

Action Item:

"Consider Resolution to join unincorporated association concerning the Texas school finance system and potential litigation to protect the taxpayers and school children of Texas."

Note: A school board cannot go into closed/executive session to discuss school finance litigation unless they are doing so to consult with their attorney.



## Information Alert

### **Litigation Meeting Details and a New Time Added!**

We announced Monday, August 29 when we e-mailed you our Litigation Packet that we would hold a meeting in Austin on Wednesday, September 14 for all those who would like additional information and the opportunity to ask questions about our litigation effort.

Due to an increased number of responses and to try and work around other meetings that morning, we've added a second meeting time on the 14th. The two meetings will be identical in format, so you only need to attend one.

Here's the complete information about the meetings:

**What: Litigation Info Meeting**

**When: Wednesday, September 14**

**Time: 10 a.m. and 1 p.m. (each meeting to last approximately 1.5 hrs)**

**Place: Meeting room in First United Methodist Church family life center (at the corner of 13th & Lavaca, one block from Equity Center office in Austin)**

**Parking: Parking is available for attendees in the parking garage at 13th & Lavaca**

**\*If you have already RSVP'ed to the original 10 a.m. meeting and you would still like to attend that one, you do not need to RSVP again. If you'd like to change your time or RSVP for the first time, please call Carolyn at 512/478-7313 or send an e-mail to [nickell@equitycenter.org](mailto:nickell@equitycenter.org)**

**EC**

## Frequently Asked Questions

### 1) How should the item appear on the board agenda?

#### *Agenda appropriate for consultation with attorney and action item:*

"Consultation with attorney under Texas Government Code Sect. 551.071 – consultation with attorney in closed session to discuss contemplated litigation related to the school finance system."

Action Item:

"Consider Resolution to join unincorporated association concerning the Texas school finance system and potential litigation to protect the taxpayers and school children of Texas."

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"Consider resolution related to potential school finance litigation."

Action Item:

"Consider Resolution to join unincorporated association concerning the Texas school finance system and potential litigation to protect the taxpayers and school children of Texas."

Note: A school board cannot go into closed/executive session to discuss school finance litigation unless they are doing so to consult with their attorney.

### 2) What is the resolution language we should approve?

"The \_\_\_\_\_ ISD Board of Education authorizes an expenditure not to exceed \$1 per WADA to join together with other Texas public schools, taxpayers and parents as an unincorporated association for the purpose of speaking with one voice in the litigation of public school finance matters essential to the fair treatment of Texas taxpayers and public school children."

### 3) What if my district wants to participate, but we can't commit to the \$1/WADA recommended cost?

Replace the relevant language in the resolution with an amount you feel comfortable. We don't want any district to not participate because of the cost, but we do need a board resolution committing the district to the suit.

(continued)

**4) Will the district be liable for additional financial support?**

No, there is no additional liability. In the event additional funds are needed, you may be asked for further consideration, but whatever the district chooses to do will be 100% its own decision. If you wish to add that to the resolution, please do.

**5) Can a district support the litigation financially without being a named plaintiff?**

Yes, each district has a unique set of circumstances to take into consideration.

**6) Is there a deadline to join the Equity Center group?**

No, however the sooner districts are able to officially join (pass the resolution), the sooner we can move forward. We realize some districts are waiting to first pass a TRE before bringing up the issue in order to not complicate messages. That's understandable and fine. But please keep in mind that the sooner we can file (with a confirmed group of plaintiffs), the stronger our position will be.

**7) What do I do after my board adopts the resolution?**

Please send a copy of the adopted resolution to us -- either fax to 512/478-6433 or e-mail to [nickell@equitycenter.org](mailto:nickell@equitycenter.org)

We will put you on a special contact list and will get in touch with you about next steps, payment, and your preferred level of involvement, etc.

# 2011-12 CISD BOND ACCOUNTABILITY COMMITTEE APPLICANTS

	Staff	Phone	Email	Mailing Address	Area
1	Damon Murphy	269-7828	<a href="mailto:murphy@canutillo-isd.org">murphy@canutillo-isd.org</a>	6313 Franklin View, El Paso, TX 79912	Emp./OD
2	Gustavo Reveles	256-3273	<a href="mailto:greveles@canutillo-isd.org">greveles@canutillo-isd.org</a>	7112 Date Tree Ln., El Paso, TX 79915	Emp./OD
3	Annette Brigham	383-6221	<a href="mailto:abrigham@canutillo-isd.org">abrigham@canutillo-isd.org</a>	8120 Riverview, Canutillo, TX 79835	E/C
4	Ron Gatlin	345-2847	<a href="mailto:rgatlin@canutillo-isd.org">rgatlin@canutillo-isd.org</a>	7317 Branding Iron, Canutillo, TX 79835	E/C
5	Lilia Maldonado	487-9509	<a href="mailto:lmaldonado@canutillo-isd.org">lmaldonado@canutillo-isd.org</a>	P.O. Box 237 Canutillo, TX 79835	E/P/C
6	Connie Parker	630-6200	<a href="mailto:cparker@canutillo-isd.org">cparker@canutillo-isd.org</a>	413 Phil Hansen, Canutillo, TX 79835	E/P/C
7	Monica Reyes-Garcia	261-5534	<a href="mailto:mreyes@canutillo-isd.org">mreyes@canutillo-isd.org</a>	5612 Melody Ln, El Paso, TX 79932	E/P
8	Clarice Garcia	345-9376	<a href="mailto:cgarcia@canutillo-isd.org">cgarcia@canutillo-isd.org</a>	7347 Gulf Creek Dr., El Paso, TX 79911	E/P/C
9	Julieta Melendez	845-3465	<a href="mailto:jhmelendez@canutillo-isd.org">jhmelendez@canutillo-isd.org</a>	737 Villa Antigua Ct., El Paso, TX 79932	E/P/C
	Community	Phone	Email	Mailing Address	Area
10	Gabriel Solis	253-8261	<a href="mailto:prgabrielisolis@yahoo.com">prgabrielisolis@yahoo.com</a>	124 Libby, Canutillo, TX 79835	C
11	Penny Sexton	231-4527	<a href="mailto:Penny.Sexton@arcelormittal.com">Penny.Sexton@arcelormittal.com</a>	PO Box 12843, El Paso TX 79913-0843	B
12	John M. Joyner, Jr.	276-5471	<a href="mailto:jj@joynerarabians.com">jj@joynerarabians.com</a>	6631 Strahan Rd., El Paso, TX 79932	P
13	Dion Dorado	588-0543	<a href="mailto:vindongo@aol.com">vindongo@aol.com</a>	941 Valle Bello, El Paso, TX 79932	C
14	Jim Maxfield	549-4122	<a href="mailto:jmaxfield@mid-westtextile.com">jmaxfield@mid-westtextile.com</a>	940 West Borderland, El Paso, TX 79932	B
15	Blanca Castillo	526-6045	<a href="mailto:bcastillo@jdw-insurance.com">bcastillo@jdw-insurance.com</a>	857 Sunset Park Dr., El Paso, TX 79932	P
16	Tony Flores	253-8656	<a href="mailto:tonyfloresusanm@gmail.com">tonyfloresusanm@gmail.com</a>	7383 Camino Del Sol, El Paso, TX 79911	P
17	Leo Cardenas	877-2663	None	7316 Canutillo-La Union Rd. Canutillo, TX 79835	C
18	Adrian Medina	204-1019	<a href="mailto:adrianmedina555@gmail.com">adrianmedina555@gmail.com</a>	6332 Jerry Turner, El Paso, TX 79932	C
19	Eilleen Macias	256-5058	<a href="mailto:njmac88021@yahoo.com">njmac88021@yahoo.com</a>	1102 Banker, Canutillo, TX 79835	P
20	Alfonso Flores Jr.	630-1657	<a href="mailto:flores.sds@gmail.com">flores.sds@gmail.com</a>	6168 Sand River, El Paso, TX 79932	C
21	Mark Nunnery	373-2782	<a href="mailto:munnery@elp.rr.com">munnery@elp.rr.com</a>	7680 Bosque Rd., Canutillo, TX 79835	C/P
22	Larry D. Stephney	309-5278	<a href="mailto:larry4pam@gmail.com">larry4pam@gmail.com</a>	6237 Viale Lungo, El Paso, TX 79932	P
23	Robert Sandoval	497-6607	<a href="mailto:eplocal153@yahoo.com">eplocal153@yahoo.com</a>	1114 Coach Rd., Canutillo, TX 79835	C
24	Gilbert Garcia	345-9561	<a href="mailto:garc287@yahoo.com">garc287@yahoo.com</a>	7347 Gulf Creek Dr., El Paso, TX 79911	C/P
<b>E-Employee      B-Business      P-Parent      OD-OUT-OF-DISTRICT</b>					

**24 total members - tax paying parents / other tax paying community members / out-of-district community members**

**Subject:** Community Bond Accoutability Committee  
**Date:** Tuesday, September 6, 2011 4:57:58 PM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Adrian Medina  
**Address :** 6332 Jerry Turner  
**Home/Business #:**  
**Cell #:** 915-204-1019  
**Business Name  
(if applicable):**  
**E-mail Address:** adrianmedina555@gmail.com

**What is your affiliation with Canutillo  
ISD?**       Parent                       Business Owner                       Other(  
Specify) community

**What campus does your son/daughter attend?**

will attend garcia when school aged

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

Canutillo CBAC 2006

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

Served on multiple committees for CISD including the Facilitiees COmmittee

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

**Subject:** Community Bond Accountability Committee  
**Date:** Tuesday, September 6, 2011 2:48:27 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Ron Gatlin  
**Address :** 7317 Branding Iron  
**Home/Business #:** 915-877-7426  
**Cell #:** 915-345-2847  
**Business Name (if applicable):** Canutillo ISD Purchasing Agent  
**E-mail Address:** rgatlin@canutillo-isd.org

**What is your affiliation with Canutillo ISD?**       Parent                       Business Owner                       Other( Specify) Employee taxpayer

**What campus does your son/daughter attend?**

My son attended Canutillo ISD from kindergarten to graduation and is now married and on his own. My 2 grandchildre attended Garcia Elementary up till this year as they re-located to Santa Teresa and I am very proud of the education th received at Canutillo. I have lived in the district for almost 35 years now and I too attended 6th grade at Canutillo.

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

I currently serve the Saint Patrick's Catholic Church of Canutillo in the capacity of the Finance Committee Chairman. I h held this position now for over 7 years and oversee all the expenses of the Parish. I am also on the Board of Directors c Northwest Community Health Center that is soon to open in Canutillo. I have sat on the advisory board of the Head St; Program in Canutillo and with the Saint Vincent De Paul Society that also serves the community of Canutillo.

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

I supported the Canutillo Decision 2011 bond and TRE passage and many people that I convinced to vote wanted a commitment from us to "do what we said we would do with the money." If I am selected to sit on this committee I wo my part to see that the wishes of the community are followed through with.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

I was President and CEO of my own company for 19 years. My company supplied construction materials, pipe, valves, pumps, plumbing supplies, and mechanical heating and cooling supplies to businesses. We covered areas in El Paso, N; Mexico and extensively in Mexico. We supplied materials for the construction of factories and schools. I am very famili what it takes to construct buildings and schools and I feel that this knowledge along with my many contacts with the construction trade would be an asset to the committee. I am currently employed as the Purchasing Agent for the Canu Independent School District and I would see every purchase order that is approved for the bond proceeds.

**Subject:** Community Bond Accountability Committee  
**Date:** Tuesday, September 6, 2011 2:15:28 PM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Eilleen Macias  
**Address :** 1102 Banker  
**Home/Business #:**  
**Cell #:** 915-256-5058  
**Business Name (if applicable):**  
**E-mail Address:** njmac88021@yahoo.com

**What is your affiliation with Canutillo ISD?**       Parent       Business Owner       Other( Specify)

**What campus does your son/daughter attend?**

Davenport Elem.

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

no

**Please explain why you want to serve on this committee, and include any particular potential contribution your self would bring.**

I would like to see the money we voted for become a reality for the district.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of committee.**

**Subject:** Community Bond Accountability Committee  
**Date:** Tuesday, September 6, 2011 7:19:14 AM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Alfonso Flores Jr  
**Address :** 6168 Sand River  
**Home/Business #:** 915-630-1657  
**Cell #:** 915-630-1657  
**Business Name (if applicable):**  
**E-mail Address:** flores.sds@gmail.com

**What is your affiliation with Canutillo  
ISD?**       Parent                       Business Owner                       Other(  
Specify) Taxpayer

**What campus does your son/daughter attend?**

N/A- Children from a previous marriage attend GISD and AISD.

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

No

**Please explain why you want to serve on this committee, and include any particular potential contribution your self would bring.**

I feel that the combination of my work experience and prior job titles would be a valuable asset to the oversight comm have over 20 years experience in the construction industry, currently serving as a project manager for vertical construc Martinez Bros Contractors. In addition, I was employed as the Director of Operations for Anthony ISD for 3 years. The experience has not only taught me how to find the best value for the school district, but also to understand the needs demands of the school district environment. One thing that I learned from working in the school district was that with proper oversight, the contractor will not provide the complete package for the school district, cutting costs via omissic addition the design must be complete, as to minimize change orders which drives up the cost of construction.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

1) Over 20 Years in the construction industry, ranging from construction of infrastructure, new construction and remo Duties ranged from project designer, project estimation, project management, and quality control. Projects ranged fro hundreds of thousand dollars to over 1 million dollars. 2) Degree in Civil Engineering from Stanford University 3) Valua experience in a school district environment. Understand budgeting, best value, LEED, and all regulations for the school district. Received valuable training from TASBO, such as MAO201, Planning and Administering School Construction Pro Able to work well in group environments. 5) Motivated to help the school district, in which I live, meet the needs the educational side in terms of facilities, at a reasonable cost. Many times contractors see public money as an open check

**Subject:** Community Bond Accoutability Committee  
**Date:** Friday, September 9, 2011 12:29:16 PM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Monica Reyes-Garcia  
**Address :** 7311 Bosque Road  
**Home/Business #:** 915-877-7903  
**Cell #:** 915-261-5534  
**Business Name (if applicable):**  
**E-mail Address:** meyes@canutillo-isd.org

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other(  
Specify) Employee

**What campus does your son/daughter attend?**

Jose Damian Elementary

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

Budget Stakeholders Spring, 2010

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

Having served on the Budget Stakeholders, I understand the importance of communication between the school distric  
the community. I currently serve in a position that requires the same caliber of communication. If serving on this comr  
will acquire more knowledge of the districts expenditures on the bond projects and can use my current professional pi  
to communicate this to the community.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

I have worked for CISD for the past 16 years. During this time I have gotten to know the community as well as my own  
roots come from this community. I believe in this district and that is one reason why my son has started his educationl  
here. The strong ties I hold to both this district and community bring strong investment.

**Subject:** Community Bond Accoutability Committee  
**Date:** Wednesday, September 21, 2011 5:35:44 PM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Mark Nunnery  
**Address :** 7680 Bosque Rd Canutillo, Tx 79835  
**Home/Business #:**  
**Cell #:** 915 373 2782  
**Business Name (if applicable):**  
**E-mail Address:** munnery@elp.rr.com

**What is your affiliation with Canutillo  
ISD?**                       Parent                       Business Owner                       Other( Specify) I  
children are gradi  
CHS

**What campus does your son/daughter attend?**  
CHS

**Have you served in an Oversight Committee? (List Name of Committe and Date)**  
Facilities Stake Holders and Budget Stakeholder Committees

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

I would like to see this through; I started on the Budget Stakeholder Committee then on to the Facilities Stake Holders  
committee.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

I am a project manager /network engineer and deal with multimillion dollar project consistently.

**Subject:** Community Bond Accoutability Committee  
**Date:** Thursday, September 15, 2011 3:12:29 PM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Larry D. Stephney  
**Address :** 6237 Viale Lungo, El Paso, TX 79932  
**Home/Business #:** 915-877-9957  
**Cell #:** 915-309-5278  
**Business Name (if applicable):**  
**E-mail Address:** larry4pam@gmail.com

**What is your affiliation with Canutillo  
ISD?**       Parent                       Business Owner                       Other( Specify)

**What campus does your son/daughter attend?**

Canitiilo Middle School (Twin Boys)

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

No

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

I am reiting from military service after 29 years of service on October 1, 2011. I am an Engineer Officer responsible for responsible for military construction projects from Brownsville, TX to San Diego, CA. I believe my military and construc experience is valuable to this committee.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

-BS Degree in Industrial Technology (Electronics) -Proficient in Microsoft Office suite of programs (Word, Excell, Power Outlook) -Understand construction language and schedule

**Subject:** Community Bond Accountability Committee  
**Date:** Monday, September 12, 2011 10:56:17 AM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Robert Sandoval  
**Address :** 1114 Coach Rd.  
**Home/Business #:** 915-886-4900  
**Cell #:** 915-497-6607  
**Business Name (if applicable):**  
**E-mail Address:** eplocal153@yahoo.com

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other( Specify )  
payer

**What campus does your son/daughter attend?**

**Have you served in an Oversight Committee? (List Name of Committee and Date)**

**Please explain why you want to serve on this committee, and include any particular potential contribution your self would bring.**

I belong to Peace and Justice Ministry which is a group of leaders through Immaculate Heart of Mary in Westway. We v neighborhoods of Westway & Vinton to get the vote out for bond election. Now I want to be part of the process of how used.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

I retired from the City of El Paso as a Facility Manager with 34 years of service. I was in charge of over 32 buildings for Health Department. I handle a budget of over 2 million, over seeing contracts for Security, Heating&Cooling, Janitorial, New Contruction. I feel my knowledge and experience on how to read Blueprints and Construction specifications would asset to this committee.

**Subject:** Community Bond Accoutability Committee  
**Date:** Friday, September 9, 2011 10:13:58 AM MT  
**From:** communitybondcomittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Clarice Garcia  
**Address :** 7347 Gulf Creek Dr.  
**Home/Business #:**  
**Cell #:** 915-345-9376  
**Business Name  
(if applicable):**  
**E-mail Address:** cgarcia@canutillo-isd.org

**What is your affiliation with Canutillo  
ISD?**       Parent                       Business Owner                       Other( Specify)

**What campus does your son/daughter attend?**

Alderete Middle School and Jose Damian Elementary

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

I currently serve on the HOA committee of the Cimarron subdivision.

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

I would like to serve on this committee so I may assist in the growth of the district.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

I am a teacher in the district and I have an Masters in Business Administration.

**Subject:** Community Bond Accountability Committee  
**Date:** Thursday, September 8, 2011 11:03:42 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Gilbert Garcia  
**Address :** 7347 Gulf Creek Dr.  
**Home/Business #:** 915-219-8089  
**Cell #:** 915-345-9561  
**Business Name (if applicable):**  
**E-mail Address:** garc287@yahoo.com

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other( Specify) Community Member

**What campus does your son/daughter attend?**

Jose Damian Elementary and Alderete Middle School

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

Cimarron HOA, Convergys EEC

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

I would like to serve on this committee because i am a member of the community.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

- I am a former business owner. - I have a degree in business administration. - I have contact with a variety of business that may aid in the districts growth.

**Subject:** Community Bond Accountability Committee  
**Date:** Thursday, September 22, 2011 10:47:46 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles  
**CC:** Josue Sanchez

**Applicant's Name:** Julieta Melendez  
**Address :** 737 Villa Antigua Ct  
**Home/Business #:** 915-845-3465  
**Cell #:** 915-820-2412  
**Business Name (if applicable):**  
**E-mail Address:** jhmelendez@canutillo-isd.org

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other(  
Specify) Employee

**What campus does your son/daughter attend?**

My children attend Garcia Elementary.

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

No

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

I have been a lifetime resident of the Canutillo community. My parents reside in the Westway area in the same home I  
up in. My sisters and their children also live in this community and attend various schools within the district. My intere  
this committee is that equality is distributed throughtout the district and that what is needed is done in a timely mann  
be the voice for the unheard.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

As a former elementry bilingual teacher, high school athletic coach, and now an administrator within the Canutillo ISD  
that with the wealth of knowledge I have gained I can contribute valueable insight to this committee. Furthermore, I ti  
wholeheartedly seek what is best for the future that lies ahead for our students and our community.

**Subject:** Community Bond Accountability Committee  
**Date:** Wednesday, August 31, 2011 11:54:19 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Gabriel A. Solis  
**Address :** 124 Libby Dr. Canutillo, Texas  
**Home/Business #:** same  
**Cell #:** 915.253.8261  
**Business Name (if applicable):** CFC Church  
**E-mail Address:** prgabrielsolis@yahoo.com

**What is your affiliation with Canutillo ISD?**       Parent       Business Owner       Other( Specify) Pastor/Minister

**What campus does your son/daughter attend?**

BCE/CMS

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

I served on the CISD Facility Stake Holders Committee 2010/2011.

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

I am very intersted on the "well being and future growth" of my community and CISD. Mostly I'm concerned for our st and how we can improve their learning experiences, environment, facilities ect., at CISD. I have served with C.A.S.A, El for Jesus and other organizations as a board member.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

I have served on other Oganizational Boards as a member. Have good "people skills". I am a good citizen of our commi with strong family Christian Values. I have an education in Biblical studies and Church administration. Currently I am th Senior Pastor for Companerismo Famiiar Cristiano /Christian Family Church, a growing church with an open heart for c community in Canutillo.

**Subject:** Community Bond Accountability Committee  
**Date:** Thursday, September 1, 2011 9:41:35 AM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** John M. Joyner, Jr.  
**Address :** 6631 Strahan Rd. El Paso, Tx. 79932  
**Home/Business #:** 915-26-5471  
**Cell #:** same  
**Business Name (if applicable):** Joyner Arabians  
**E-mail Address:** jj@joynerarabians.com

**What is your affiliation with Canutillo ISD?**       Parent                       Business Owner                       Other( Specify)

**What campus does your son/daughter attend?**

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

**Subject:** Community Bond Accountability Committee  
**Date:** Tuesday, August 23, 2011 8:53:30 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Annette Brigham  
**Address :** 8120 Riverview Dr  
**Home/Business #:** 877-7055  
**Cell #:** 383-6221`  
**Business Name (if applicable):** cisd  
**E-mail Address:** abrigham@canutillo-isd.org

**What is your affiliation with Canutillo  
ISD?**       Parent                       Business Owner                       Other( Specify)

**What campus does your son/daughter attend?**

I live in the BCE attendance zone

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

No

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele would bring.**

I served on the stakeholders committee so I would like to see the process finish. I an a community member and have v for the district for many years. I have the experience and knowledge of the education arena and work well in teams.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o committee.**

I know that our district is growing and we need to meet the needs of our growing populations.

**Subject:** Community Bond Accountability Committee  
**Date:** Wednesday, August 31, 2011 4:21:17 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Tony Flores  
**Address :** 7383 Camino del Sol  
**Home/Business #:** 9152538656  
**Cell #:** 9152538656  
**Business Name (if applicable):** NA  
**E-mail Address:** tonyfloresusanm@gmail.com

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other( Specify) I  
staff member, comm  
member

**What campus does your son/daughter attend?**

JDE

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

NO

**Please explain why you want to serve on this committee, and include any particular potential contribution your sele  
would bring.**

I have been part of the TRE, BOND 2011 and Facilities committee and I want to provide continuity to the ideas.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties o  
committee.**

I am a certified project manager professional who can provide experience in the implementation of successful projects  
parent, staff member and community member that is very interested with making Canutillo ISD a district of choice.

**Subject:** Community Bond Accountability Committee  
**Date:** Thursday, August 25, 2011 3:36:57 PM MT  
**From:** communitybondcommittee@canutillo-isd.org  
**To:** Gustavo Reveles

**Applicant's Name:** Dion Dorado  
**Address :** 941 Valle Bello  
**Home/Business #:** 584-3576  
**Cell #:** 588-0543  
**Business Name (if applicable):**  
**E-mail Address:** vindongo@aol.com

**What is your affiliation with Canutillo  
ISD?**       Parent       Business Owner       Other( Specify)  
Payer

**What campus does your son/daughter attend?**

N/A

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

No

**Please explain why you want to serve on this committee, and include any particular potential contribution your self would bring.**

I pay a high amount of tax to the district and I have attended many years of school board meetings. I have a high degree knowledge in many areas of contracts and construction. I as a Private Investigator, can assume the responsibility of keeping the activity working smoothly and honestly.

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of committee.**

Construction and construction contracts.

**Subject:** Community Bond Accountability Committee

**Date:** Tuesday, August 23, 2011 9:24:38 AM MT

**From:** Jim Maxfield

**To:** Gustavo Reveles

applicantName=james maxfield

address=940 WEST BORDERLAND

bizphone=9155339811

cellphone=9155494122

bizname=mid-west textile

email=jmaxfield@mid-westtextile.com

BusinessOwner=on

spcifytxt=located adjacent to area and taxpayer

campus=

oversightCommittee=Yes-I was the General Counsel for the Air Defense Center Federal Credit Union and have served on other community organizations and non-profits

potentialContibution=I want to ensure our taxpayer funds are wisely used and that our education system improves through wise expenditures and planning

knowledge=I have a Business degree and a law degree and have been the President of several large corporations. I currently am President of an 800 person manufacturing company.

Submit=SEND

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6403 (20110823)

\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

**Subject:** Community Bond Accountability Committee

**Date:** Thursday, August 18, 2011 5:38:01 PM MT

**From:** Sexton, Penny

**To:** Gustavo Reveles

applicantName=Penny Sexton

address=P O Box 12843, El Paso, TX 79913

bizphone=915 231 4527

cellphone=915 503 5882

bizname=ArcelorMittal Vinton, Inc.

email=Penny.Sexton@ArcelorMittal.com

other=on

specifytxt=Business Education Success Team Member

campus=

oversightCommittee=

potentialContribution=I was an active participant in the Facility Stakeholder Committee and am interested in seeing the project to completion.

knowledge=I possess leadership, business practices, teamworking, financial skills. I have been involved in the construction industry for over 20 years.

Submit=SEND

**Subject:** Community Bond Accountability Committee  
**Date:** Wednesday, August 17, 2011 2:16:18 PM MT  
**From:** Blanca Castillo, CLCS  
**To:** Gustavo Reveles

applicantName=Blanca Castillo  
address=857 Sunset Park Dr  
bizphone=915-526-6045  
cellphone=915-526-6045  
bizname=  
email=bcastillo@jdw-insurance.com

parent=on  
spcifytxt=  
campus=Garcia Elementary

oversightCommittee=No but I am trying to find ways to get more involved with the district in general. If not accepted I would like some suggestions on other things I can get involved.

potentialContribution=Unfortunately at this point I am unable to vote but I know the importance this bond is to the district. I feel this is my way supporting and helping with this bond.

knowledge=Even though I don't have background on this type of committee. I have experience in insurance, risk management and contract review.

Submit=SEND



# CANUTILLO INDEPENDENT SCHOOL DISTRICT

## Canutillo Bond Accountability Committee Membership Application Form

Complete form and mail to: **Public Information Office**  
 7965 Artcraft P.O. Box 100  
 El Paso, Texas 79932 Canutillo, Texas 79835  
 For questions call 877-7482

Applicant's Name: Lilia P. Maldonado Date: 9/8/11  
 Address: PO Box 237 Home/Business Number: 877-7600  
Canutillo Tx Cell Number: 487-9509  
 Business Name (if applicable): Canutillo Elementary  
 E-mail Address: lmaldonado@canutillo-isd.org or lmaldonado@sbcglobal.net

What is your affiliation with Canutillo ISD?  
 Parent  Business Owner  Employee  
 Other (Please Specify)

What campus does your son/daughter attend?  
Canutillo List Campus Names Below  
Canutillo High School

Have you participated in other CISD committees? (List Name of Committee and Dates)  
CIC - off and on since 1995 (presently 5th grade rep)  
~~DAA~~ DAC - off and on since 1995 (presently CES rep)

Have you served in an Oversight Committee? (List Name of Committee and Dates)  
Facilities Stakeholder Committee from December 2010 - Jan. 2011

Please explain why you want to serve on this committee, and include any particular potential contribution your selection would bring.  
I want the district to ~~grow~~ be the best in the region. I want to see the Bond projects completed as promised to taxpayers. I want and can help build trust and confidence for the district among community members.

Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of this committee.  
Have first-hand knowledge of the needs of our district due to serving on the facilities stakeholder committee, and being involved through committees

I understand that I am applying for membership to the Canutillo Independent School District (CISD) Bond Accountability Committee and that the information I provide may be verified by CISD and used to help determine my eligibility for committee membership. Furthermore, I attest that I have read and understand District Regulation CV - Community Bond Accountability Committee, and agree to abide by its terms and conditions should I be appointed to the committee.

Lilia P. Maldonado Lilia P. Maldonado 9/8/11  
 Signature Printed Name Date

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 vocational programs. For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact: Human Resources, (915) 877-7423, 7965 Artcraft Road, El Paso, Texas 79932.

RECEIVED  
 9/9/2011  
 40  
 Jon M. Bloss



# CANUTILLO INDEPENDENT SCHOOL DISTRICT

## Canutillo Bond Accountability Committee Membership Application Form

Complete form and mail to: **Public Information Office**  
 7965 Artcraft P.O. Box 100  
 El Paso, Texas 79932 Canutillo, Texas 79835  
 For questions call 877-7482

Applicant's Name: Connie Parker Date: 09-09-11  
 Address: 413 Phil Hansen Home/Business Number: 877-1970  
Canutillo, TX 79835 Cell Number: 630-620  
 Business Name (if applicable): \_\_\_\_\_  
 E-mail Address: cparker@canutillo-isd.org

What is your affiliation with Canutillo ISD?  
 Parent  Business Owner  Other (Please Specify) employee

What campus does your son/daughter attend? JDF List Campus Names Below

Have you participated in other CISD committees? (List Name of Committee and Dates)  
Yes, Faculty Stakeholders

Have you served in an Oversight Committee? (List Name of Committee and Dates) No

Please explain why you want to serve on this committee, and include any particular potential contribution your selection would bring. As a taxpayer I am very interested in how this new TRE/Bond money will be used. I would like to be part of this committee

Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of this committee. Before I became a teacher and administrator I was in business and I am used to working

I understand that I am applying for membership to the Canutillo Independent School District (CISD) Bond Accountability Committee and that the information I provide may be verified by CISD and used to help determine my eligibility for committee membership. Furthermore, I attest that I have read and understand District Regulation CV - Community Bond Accountability Committee, and agree to abide by its terms and conditions should I be appointed to the committee.

[Signature] Connie Parker 09-09-11  
 Signature Printed Name Date

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41 RECEIVED 9/9/2011 [Signature]



# CANUTILLO INDEPENDENT SCHOOL DISTRICT

## Canutillo Bond Accountability Committee Membership Application Form

Complete form and mail to: **Public Information Office**  
 7965 Artcraft P.O. Box 100  
 El Paso, Texas 79932 Canutillo, Texas 79835  
 For questions call 877-7482

Applicant's Name: LEO CARDENAS Date: 9/4/11  
 Address: 7316 CANUTILLO-LA UNION RD. Home/Business Number: (915) 877-2663  
CANUTILLO, TX. 79835 Cell Number: ---  
 Business Name (if applicable): ---  
 E-mail Address: ---

What is your affiliation with Canutillo ISD?  
 Parent  Business Owner  Other (Please Specify)

What campus does your son/daughter attend? List Campus Names Below  
N/A

Have you participated in other CISD committees? (List Name of Committee and Dates)  
NO

Have you served in an Oversight Committee? (List Name of Committee and Dates)  
NO

Please explain why you want to serve on this committee, and include any particular potential contribution your selection would bring. I FEEL MY JOB EXPERIENCE WITH EPCC FROM  
AUG 1976 THRU 1996 AS DIRECTOR OF FACILITIES COULD HELP COMMITTEE

Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of this committee. SERVED AS CISD BOARD MEMBER FROM  
1985-1997 (4 - 3YR TERMS), (SEE ATTACHED LIST FOR EPCC INFO)

I understand that I am applying for membership to the Canutillo Independent School District (CISD) Bond Accountability Committee and that the information I provide may be verified by CISD and used to help determine my eligibility for committee membership. Furthermore, I attest that I have read and understand District Regulation CV - Community Bond Accountability Committee, and agree to abide by its terms and conditions should I be appointed to the committee.

Leo Cardenas Signature LEO CARDENAS Printed Name 9/4/11 Date

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 vocational programs. For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact: Human Resources, (915) 877-7423, 7965 Artcraft Road, El Paso, Texas 79932.

## EPCC JOB EXPERIENCE

I WAS EMPLOYED AS CONSTRUCTION COORDINATOR IN AUG. 1976 AND RETIRED IN 1995 AS DIRECTOR OF FACILITIES AND ENGINEERING.

MY PRIMARY RESPONSIBILITY WAS TO PROVIDE OVERSIGHT OF ALL MAJOR CONSTRUCTION PROJECTS FOR THE EPCC BOARD OF TRUSTEES AND PROVIDE MONTHLY REPORTS TO THE BOARD FOR THEIR APPROVAL.

### MAJOR PROJECTS

1. VALLE VERDE CAMPUS
2. TRANSMOUNTAIN CAMPUS
3. 5 STORY E.D.A. ADD'N TO RIO GRANDE CAMPUS
4. RIO GRANDE PARKING LOTS & DEMOLITION.
5. VALLE VERDE VILLAGE
6. NORTHWEST CENTER
7. RIO GRANDE LIBRARY

## Kim Guzman

---

**From:** Gustavo Reveles  
**Sent:** Friday, September 23, 2011 4:03 PM  
**To:** Kim Guzman  
**Subject:** FW: Community Bond Accountability Committee

---

**From:** "[communitybondcommittee@canutillo-isd.org](mailto:communitybondcommittee@canutillo-isd.org)" <[communitybondcommittee@canutillo-isd.org](mailto:communitybondcommittee@canutillo-isd.org)>  
**Date:** Fri, 23 Sep 2011 16:04:26 -0600  
**To:** Gustavo Reveles <[greveles@canutillo-isd.org](mailto:greveles@canutillo-isd.org)>  
**Cc:** Josue Sanchez <[josanchez@canutillo-isd.org](mailto:josanchez@canutillo-isd.org)>  
**Subject:** Community Bond Accountability Committee

**Applicant's Name:** David Fintell  
**Address :** 108 Santo Ysidro  
**Home/Business #:** 575-589-0406  
**Cell #:** 915 276-5025  
**Business Name  
(if applicable):**  
**E-mail Address:** [dfintell@canutillo-isd.org](mailto:dfintell@canutillo-isd.org)

**What is your affiliation with Canutillo ISD?**       Parent                       Business Owner                       Other( Specify) teacher, AMS

**What campus does your son/daughter attend?**

**Have you served in an Oversight Committee? (List Name of Committe and Date)**

Yes, Budget Stakeholders 2010

**Please explain why you want to serve on this committee, and include any particular potential contribution your selection would bring.**

I would like to help to verify for the community that the Bond funds are being spent appropriately

**Describe any additional knowledge, skills, education, or experience you have which would assist you in the duties of this committee.**

my background in business as well as in education provide me with insight that should be helpful in the process



# Canutillo Independent School District

7965 Artcraft Rd.  
El Paso, TX 79932

Mailing Address P.O. Box 100  
Canutillo, Texas 79835

**Ron Gatlin**  
Purchasing Agent

Voice (915) 877-7426  
Fax (915) 877-7415

**Date:** October 6, 2011  
**To:** CISD Facility Committee Members  
**Cc:** Martha Aguirre, Executive Director of Financial Services  
**From:** Ron Gatlin, Purchasing Agent  
**Subject:** RFQ for Architectural & Engineering Services

Please find attached draft copy of RFQ 12-02 for Architectural & Engineering Services for your review as requested. I have tentatively set a date of November 1, 2011 as a due date for the proposals. We can extend that date as required.

# CANUTILLO INDEPENDENT SCHOOL DISTRICT

## RFQ #12-02

REQUEST FOR QUALIFICATIONS

FOR

# ARCHITECTURAL & ENGINEERING SERVICES

PROPOSALS ARE DUE

November 1, 2011 - 2:00 PM MST



*Canutillo Independent School District does not discriminate on the basis of race, color, national origin, sex, age, or disability in its employment practices or in providing education services, activities, and programs, including vocational programs. For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact: Human Resources, (915) 877-7423, 7965 Artercraft Road, El Paso, Texas 79932.*



## CANUTILLO INDEPENDENT SCHOOL DISTRICT

### SPECIAL INSTRUCTIONS TO BIDDERS

**Proposal is due November 1, 2011 at 2:00 PM MST** Proposal may be mailed or hand-delivered to Canutillo ISD at the following addresses:

Mailing Address:  
Canutillo ISD  
Attn: Ron Gatlin, Purchasing Agent  
P.O. Box 100  
Canutillo, Texas 79835

Delivery Address:  
Canutillo ISD  
Attn: Ron Gatlin, Purchasing Agent  
7965 Artcraft Road  
El Paso, Texas 79932

**Instructions to Offerors, Specifications, Terms and Conditions are enclosed. Vendors are advised to carefully examine all terms and conditions and specifications!**

Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified and returned unopened.

Proposals may be submitted on any or all items/projects, unless stated otherwise. The owner reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the Canutillo Independent School District and to waive any informality in the proposal.

## NOTICE TO OFFERORS

If any proposer is in doubt as to the meaning of any part of this RFQ or otherwise believes that additional clarification or information is necessary in order for the Proposer to provide its proposal, a written request for clarification should be submitted to the Purchasing Agent no later than 7 working days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy posted to the district's website. A proposer meeting, if scheduled, may also be used by a Proposer to seek any such clarification. In addition, if any Proposer is concerned about the legality, propriety, or fairness of this RFQ or this procurement process, such Proposer is encouraged to immediately contact the Purchasing Agent in writing with such concern.

Sealed proposals will be received from Offerors by the Canutillo Independent School District ("The District") at the Office of the Purchasing Agent/Purchasing Department, 7965 Arcraft Rd., El Paso, TX 79932 for the acquisition of **"ARCHITECTURAL & ENGINEERING SERVICES."** "Offeror", "Vendor", "Consultant", or "Firm" means the company/firm submitting a response to this RFQ and will mean the "Successful Offeror", "Provider", "Consultant", or "Vendor" after contract award.

Proposals submitted must be valid for ninety (90) days to allow evaluation and decision by The District's Board of Trustees. The initial term of the contract(s) formed from this RFQ will be from Date of Award for a two-year period with the option to renew annually unless terminated earlier as noted elsewhere in this RFQ.

The attached **"General Terms & Conditions"; "Representation and Certification" form; "Special Terms & Conditions"; and questionnaires/certifications identified elsewhere in this RFQ** are a part of this RFQ and will become a part of any contract(s) executed for this RFQ. Multiple awards may be made in the best interests of The District.

Contract(s) will be put into effect by means of a Letter of Acceptance, or some other written notification of acceptance by The District, within thirty (90) days of acceptance by The District's Board of Trustees. The document of acceptance, this RFQ, and the Offeror's proposal will comprise the contract documents. The Offeror's standard contract may become a part of the contractual documents, but the terms/conditions of the RFQ take precedence unless deviations/exceptions are specifically identified in a separate document that is executed by Offeror and The District's Purchasing Agent and noted as an attachment to the contract.

General questions regarding this RFQ must be addressed in written format to Ron Gatlin, via e-mail to [rgatlin@canutillo-isd.org](mailto:rgatlin@canutillo-isd.org) or fax to (915) 877-7415. Responses will be submitted in writing only.

All forms must be signed in [blue ink](#) and any corrections should be scratched out and initialed (no white-out). Sealed proposals must be received at the following location and identified on the outside of the envelope as follows:

## Architectural & Engineering Services RFQ 12-02

To be opened November 1, 2011 at 2:00 PM MST.

Mailing Address:  
Canutillo ISD  
Attn: Ron Gatlin, Purchasing Agent  
P.O. Box 100  
Canutillo, Texas 79835

Delivery Address:  
Canutillo ISD  
Attn: Ron Gatlin, Purchasing Agent  
7965 Artcraft Road  
El Paso, Texas 79932

### PROPOSED SCHEDULE

Advertisement for Services	October 18 & 25, 2011
Proposals due	November 1, 2011
Review of Proposals	November 2011
Interviews & Presentations (if necessary)	Oct -Nov 2011
Selection of Firm by Board of Trustees	December 2011

### **SPECIAL TERMS AND CONDITIONS FOR PROPOSALS**

**“Failure to comply with the following instructions may cause proposal rejection”**

1. This Request for Qualifications implies no obligation on the part of Canutillo Independent School District.
2. The right is reserved to cancel this Invitation to bid or to accept or reject any or all proposals, and to waive any informality or technicality in any proposal, in the interest of Canutillo Independent School District.
3. **Failure to submit Proposal.** Those who DO NOT SUBMIT A PROPOSAL are requested to notify the Canutillo Independent School District Purchasing Department in writing if they wish to receive future proposals. Failure to do so may result in their being deleted from our prospective bidder list.
4. **Bidder must** complete and submit the enclosed FELONY CONVICTION NOTIFICATION with his proposal.
5. **All vendors** must submit a W-9 and CIQ form with the bid documents.

**6. Proposal Submittal**

A. The proposal must be signed in blue ink, sealed in a properly addressed envelope, and either mailed or delivered to the Purchasing Department by the “*Due Date and Time*”. The proposal number must appear on the outside of the envelope. Canutillo School District ***Will Not*** accept FAX proposals.

A. Proposals, modifications, or corrections received after the closing time on the “*Due Date*” will be considered late and handled in accordance with the Canutillo School District Procurement Policy.

**7. Proposal Evaluation:** Any item offered is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to proposal requirements. ***Proposals will not be accepted from vendors who require assignment of payment to another agent.***

***Note: Canutillo School District will only pay the vendor named on the order. Canutillo School District will not deal with a factor or make payment to such.***

**8. Award Contract:**

A. In awarding a contract, the District may consider:

1. The reputation of the vendor and of the vendor’s goods and services.
2. The quality of the vendor’s goods or services.
3. The extent to which the goods or services meet the District’s needs.
4. The vendor’s past relationship with the District.
5. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
6. The total long-term cost to the District to acquire the goods or services.
7. Any other relevant factor that a private business entity would consider in selecting a vendor.

***The District may apply one, some, or all of the criteria listed above, but it may not completely ignore them.*** Education Code 44.031(b)

B. After evaluation, the contract will be awarded with reasonable promptness, by purchase order and/or AIA contract to the best responsible bidder that meets the specifications.

C. The proposals are opened publicly in the presence of one or more witnesses.

These conditions are applicable and form a part of the contract documents in equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.

**REQUEST FOR QUALIFICATIONS.** The District is processing this solicitation as a request for qualifications. Therefore, only the identity of the vendors will be disclosed at the time of opening. The content of any proposal(s) will be available for review only after the contract is awarded.

**WITHDRAWAL OF PROPOSALS** will not be allowed for a period of 60 days following the proposal opening.

**QUESTIONS** concerning this proposal shall be addressed to the Purchasing Agent, Canutillo Independent School District (CISD) by email to: [rgatlin@canutillo-isd.org](mailto:rgatlin@canutillo-isd.org). All bidders wishing to contest a recommendation for award of bids are required to submit a letter to the Board of Trustees relevant to the bid stating the reason(s) for contesting the recommendation of award of bid(s). This letter will be filed with the Superintendent of schools no less than forty-eight (48) hours prior to the meeting of the Board of Trustees where this particular bid is on the agenda for action.

**PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.** Deviations to any Conditions and/or Specifications shall be noted on the Deviation/Exception form located in this request for qualifications and shall be included with the proposal.

**DELIVERIES** required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges.

**PROPOSER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the proposal. By signing this proposal, an offer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this proposal.

**CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Canutillo ISD Purchasing Agent and/or AIA Document B141 – 1997, contract by the Canutillo ISD Facilities Division Executive Director after proposals have been awarded.

- Any additional agreements/contracts to be signed by CISD shall be included with the proposal.
- Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
- Tax Exemption: CISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purchase of tangible personal property.

**TERMINATION OF CONTRACT.** It is understood that the District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The District agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this Agreement shall terminate thirty (30) days following written notification of intent.

- The District shall select the proposal that offers the best value for the District and on its ranking evaluation. The District shall first negotiate with the selected offeror a contract. If the District is unable to negotiate a contract with the selected offeror, the District shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

**Offeror must complete and return ALL attached documentation. Failure to do so may result in offeror being disqualified.**

## **SCOPE OF WORK/PROPOSAL**

The Canutillo Independent School District (“District”), El Paso, Texas, is seeking Proposals in response to this Request for Qualifications (“RFQ”) for architectural and engineering services for the following Projects:

- **New Pre K-8 Campus**
- **New Practice Gymnasium with One Side Seating @ Canutillo High School**
- **New Gymnasium with Seating, Locker Upgrades, Existing Wood Floor Replacement @ Alderete Middle School**
- **Band/Music Room Expansion & Upgrades @ Alderete Middle School**
- **Support Service Paving and Bus Bay and Improvements Project**
- **Parent Drop-off driveway @ Canutillo Elementary School**
- **Exterior Insulated Finish System, Interior Lobby and Boardroom Improvements @ District Central Offices**
- **Football /Track Field Subsidence Repairs @ Alderete Middle School**
- **Air Conditioning Upgrades @ Various Campuses**
- **Building Envelope Insulation Projects @ Various Campuses**
- **Outdoor Eating Area Improvements @ Canutillo High School**
- **Parking Lot/Ponding/Xeriscape Upgrades @ Canutillo Middle School**
- **Exterior and Interior Renovation of Building Entrance @ Canutillo Middle School**
- **Select Restroom Upgrades and Remodel @ Alderete Middle School and Canutillo Middle School**
- **Exterior Plaza Subsidence Repairs @ Canutillo High School**
- **Fenestration Upgrades @ Various Campuses**
- **Restroom Facilities for Baseball Field Area @ Canutillo High School**
- **New Cafeteria/multi-use building @ Northwest Early College High School**

The budget for the Projects is approximately **\$40,483,000**, and includes professional fees, equipment, ADA filing fees, utility extensions, permits fees, reprographic and testing fees, and miscellaneous project expenses

The Board of Trustees of the Canutillo Independent School District, reserves the right to accept or reject any Proposal or any part thereof or any combination of Proposals and to waive any or all formalities. All responses in Proposal may be used to help the District in the selection process. The District reserves the

right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in the Proposal.

By submitting a Proposal, each Architect agrees to waive any claim it has or may have against the District, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements in the Request for Qualifications; acceptance or rejection of any Proposal, and award of a Contract.

## **Introduction**

The District invites architects and any other qualified professionals (“Architect”) to submit Proposals to provide services for the architectural and engineering design of the Construction Bond Projects, Series 2011 (“Projects”).

## **Organization**

Canutillo Independent School District encompasses approximately 69 square miles. At present, the Canutillo Independent School District operates 5 elementary schools, 2 middle schools, 1 comprehensive high school, 1 early college high school (in partnership with EPCC) and serves approximately 6000 students. The district employs approximately 1000 employees. The District employs community members from the Canutillo, TX, El Paso TX and Las Cruces NM areas.

## **Scope of Services**

All architectural, engineering, and consulting services for the Projects as described in AIA Document B141 – 1997, Standard Form of Agreement Between Owner and Architect with Standard Form of Agreement, as modified by the Amendments to Standard Form of Agreement attached as Exhibit A.

## **Agreement**

The Architect/Engineer should be prepared to sign AIA Document B141 – 1997, Standard Form of Agreement Between Owner and Architect with Standard Form of Architect’s Services, as modified by the Amendments to Standard Form Of Agreement attached as Exhibit A.

Any proposed change to the Agreement or Amendments must be submitted with the Proposal, no Agreement or Amendment change will be negotiated after the award is made.

## **Contents of Proposal**

The Proposal shall be concise and complete. The District will require **an original and twelve (12) copies along with one (1) electronic copy** of the proposals from all interested Architects. The original does not need to be permanently bound, so that additional copies can be made. The Proposal should include:

1. A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and signature of an authorized officer of the Architect who has legal authority in such matters.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

2. A completed copy of Architect’s Qualifications Statement, AIA Document B431 – 1993 Edition.
  - Section 4 should list the names and qualifications of consultants proposed for the Projects.
  - Section 5.1 should list: (a) all educational facilities in which Architect performed design services in the last ten (10) years and the name and phone number of the owner’s representative; and (b) all projects of any type currently in progress and the name and phone number of the owner’s representative.
  - Section 8 should list Architect’s bank(s) including name of bank(s), individual and title, address, and phone number.
3. Names and qualifications of Architect’s employees proposed to be responsible for Project(s) design and administration.
4. A description of Architect’s design and administration process for projects of this type.
5. Construction fee will be based on the whole of the project or part of the projects to be determined by the District.
6. The District requires all Architects to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation / employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of the construction project. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation employer’s liability insurance coverage.

Employers liability:	\$ 500,000	each accident
	\$ 500,000	disease – Policy limit
	\$ 500,000	disease – Each employee

General Liability	\$1,000,000	each occurrence
	\$2,000,000	general aggregate
	\$2,000,000	products/completed operations
	\$1,000,000	personal & advertising injury
	\$ 50,000	fire damage legal liability
	\$ 5,000	premises medical payments

***District to be named as an additional insured***

Automobile Liability	\$1,000,000	combined single limit for bodily and/or Property damage
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***District to be named as an additional insured***

Excess /Umbrella liability	\$1,000,000	per occurrence
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7. In accordance with Chapter 176 of the Local Government Code, effective January 1, 2006, a person or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the Records Administrator. Each covered person or entity who seeks to or who contracts with the District is responsible for complying with any applicable disclosure requirements.

# CANUTILLO INDEPENDENT SCHOOL DISTRICT

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

The Local Government Officers of the Canutillo Independent School District are:

Sergio Coronado, President  
Laure Searls, Vice-President  
Patsy Mendoza, Secretary  
Monica J. Cazares, Trustee  
Leticia E. Gonzalez, Trustee  
Rachel Quintana, Trustee  
Armando Rodriguez, Trustee  
Dr. Damon Murphy, Superintendent

8. Identify all building projects within the past ten (10) years on which Architect, or Architect's agents, employees or consultants, has rendered professional services wherein a construction or design claim has been asserted. "Claim" means litigation, submission to a dispute resolution board, or the use of other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, architect or consultant, and contractor, whether Architect, or Architect's agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.
9. Adherence to current experience as follows:
  - Energy conservation strategies to achieve energy reductions
  - Implementation of the "Green building concept"
  - Sustainability / LEED methodology

## **SELECTION CRITERIA**

The District's Board of Trustees will select the most highly qualified Architect(s) based on demonstrated competence and qualifications, and attempt to negotiate with the Architect(s) a fair and reasonable fee. One or more Architects may be interviewed by the Board of Trustees.

The Proposals will be evaluated on the basis of the following criteria:

1. Experience with public school design services or similar types of projects. (25%)
2. Past relationship with Canutillo ISD. (2.5%)
3. Ability to perform and meet timelines and budget. (15%)
4. References. (10%)

## CANUTILLO INDEPENDENT SCHOOL DISTRICT

5. Financial stability. (10%)
6. Experience with other school districts. (10%)
7. Familiarity with the requirements of the State of Texas, Texas Education Agency, Texas Department of Licensing and Regulation, the County of El Paso, City of El Paso, and any other entities having jurisdiction. (5%)
8. Evaluation of application information provided (completeness). (5%)
9. Architect's capability to simultaneously work on each part of the project. (15%)
10. Solicitation of Board members and/or administration prior to the bid opening is discouraged and will be penalized 2.5%. (2.5%)

### NEGOTIATIONS

The District may choose to negotiate, including interviews and/or presentations, with any or all providers to determine the relative qualifications of all responding providers. The five (5) providers receiving the highest aggregate scores will be ranked highest to lowest. Subsequent to this ranking, the fee schedules from these highest ranked providers will be requested containing the fees, and, if necessary, negotiations initiated with that provider in an attempt to arrive at a fair and reasonable price. If negotiations do not result in a satisfactory contract, negotiations will be formally ended, and negotiations will be conducted with the next most highly qualified provider(s) in the manner described in this paragraph. The process will be continued until a contract is entered into the five pool members.

### General Terms & Conditions

The following are the General Terms and Conditions for all requests for bids, requests for proposals, requests for qualifications, requests for competitive sealed proposals and other purchasing requirements of the Canutillo Independent School District. Certain provisions of these General Terms and Conditions

may not be applicable to every request for bids, requests for competitive sealed proposals or requests for proposals. To the extent these General Terms and Conditions are applicable, the General Terms and Conditions shall be deemed a part of the School District's purchasing documents. If any clarification is needed regarding whether a particular provision contained in the General Terms and Conditions is applicable, the bidder, proposer or vendor shall contact the Canutillo ISD Purchasing Department at (915) 877-7426.

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Offeror has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of an Offeror to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Offeror's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions may result in disqualification.
3. **Bid/Proposal Form Submission** - Return signed (in Blue Ink) original sealed bid/proposal in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time. Return bids/proposals to the Purchasing Agent, 7965 Artcraft Rd.; El Paso, TX 79932. Additional copies of the bid/proposal may be requested.
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Signature Block** - Bids/proposals received without proper signature will **not** be accepted.
6. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
7. **Instructions to Bidder/Proposer** - All Bids/proposals must be typed with signatures in **Blue Ink**. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer (not white-out).
8. **Acknowledgement of Amendments** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **will be** disqualified.
9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Purchasing Agent, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have

been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.

10. **Receipt and Opening of Offers** – (1) Bids (i.e., Offers from IFBs, RFQs) will be publicly opened and Offerors identified immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, and RFQs) will be opened by CISD in a non-public forum. Names of Offerors will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFQs, etc.) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.
11. **Tax Exemption** – Tax Exemption–The School District is exempt from Texas state and local sales tax and federal excise tax. See Section 151.309, Texas Tax Code, as it currently exists or may hereafter be amended. **DO NOT INCLUDE TAX IN YOUR BIDDER PROPOSAL.**
12. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Purchasing Agent shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.
13. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
14. **Bid/Proposal Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date & time. Bids/Proposals cannot be amended or altered after the opening date and time.
15. **Evaluation Criteria** – Pursuant to the Texas Education Code 44.031(b), the District shall evaluate and consider: the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor’s references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bid and/or proposed shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of the above stated evaluation factors.
16. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of service on which the award was made in the manner specified in the contract, CISD reserves the

right to purchase the specified goods/services on the open market and vendor agrees to allow CISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

17. **Child Support Certification** - Pursuant to Section 231.006, "Family Code", the vendor or applicant certifies that the individual or business entity named in this contract, bud, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
  
18. **Taxes** - Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the bid/proposal, or if awarded the bid/proposal, for cancellation of the contract. However, the District reserves the right to deduct any amounts owed for delinquent taxes from pending payments that the District may owe to the vendor as a result of such contract.
  
19. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Purchasing Agent or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 7965 Artcraft Rd.; El Paso, TX 79932. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
  
20. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
  - a. District may cancel or terminate the award or agreement for convenience upon 60 day written notice.
  - b. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
  - c. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
  - d. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
  - e. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.

21. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
22. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
23. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in El Paso, El Paso County, Texas.
24. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
25. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
26. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
27. **Gratuities** - The District may, by written notice to the Offeror, cancel this contract without liability to Offeror if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this revision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
28. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
29. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on

the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (30) days written notification of intent.

30. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
31. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
32. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the CISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
33. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later. All invoices must be mailed to: Canutillo Independent School District, Attn: Accounts Payable, P.O. Box 440; Canutillo, TX 79835
34. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.
35. **Contract Period** - The District reserves the right to exercise the following renewal option: The term of this contract shall be for one year from the date of the Board of Trustees award with the option to renew for four (4) additional one year periods based upon the original terms and conditions, if mutually agreed. At the end of five years, the Board will review the relationship with the firm and may at that time direct the Superintendent to issue a request for qualifications.
36. **Extensions** - The bid/proposal shall state the term of the contract and applicable extensions. Any contract may be extended in writing via an addendum for up to one hundred twenty (120) days at the sole option of the School District with mutual agreement between the parties.
37. **Instructions to Bidder/Proposer** - The CISD at its discretion may purchase from existing bids/proposals/quotes and/or issue other bids for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the School District. Unless specifically stated in the scope of work and/or specifications warehouse re-stock purchases are not included.

38. **Ethics in Public Contracting** – School District employees are prohibited from receiving any gifts, soliciting any gifts, inducement or kickbacks.
39. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.
40. **Instructions to Bidder/Proposer** - CISD reserves the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
41. **Appeal Process** – A protest shall be in writing and shall be filed with the Purchasing Agent. A protest of a bid/proposal shall be received at the Business Services Office before the bid/proposal opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:
- a. The name, address and telephone number of the protestor;
  - b. The signature of the protestor or its representative;
  - c. Identification of the Bid/Proposal or contract number;
  - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
  - e. The form of relief requested.
- The Purchasing Agent will respond to all protests not later than ten (10) working days of receipt.
42. **Debarment/Suspension** – A Bidder/Proposer may be suspended or debarred for failing to comply with the terms and conditions of the contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The length of the suspension will be determined by the Purchasing Agent and a notice will be sent to the Bidder/Proposer citing the reason.
43. **Right to Audit** - The Bidder/Proposer’s activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by CISD, the Division of Business Services/Internal Auditor, or their duly appointed representatives. All records must be maintained for 24 months from the completion of the contract (including any or all extensions).
44. **Expenses Incurred in Bid/Proposal Preparation** – CISD will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.

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45. **Requirement for Interpretation** – Requests by the Purchasing Agent for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer’s pricing information contained in its cost proposal.
46. **Official Correspondence** – All official Contract related correspondence must be mailed to the Canutillo Independent School District, P.O. Box 100 Canutillo, TX 79835, attention Purchasing Agent.
47. **Economic Price Adjustment** – All Bidder/Proposer initiated price increases are to be capped by the Consumer Price Index (CPI) or Producer Price Index (PPI). Such price increases must be justified by the Contractor, in writing, and may be contingent upon Board of Trustee approval. The District reserves the right to rescind a contract if a proposed price increase is not reasonable in the opinion of authorized District officials.
48. **Disclosure of Independence of Relationship** - No Officer, Board member or CISD participating member’s employee shall have a financial interest, direct or indirect, in any contract with CISD participating members, or shall be financially interested, directly or indirectly, in the sale to any CISD participating members of any land, materials, supplies, or services, except on behalf of CISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any CISD participating members shall render the contract null and void.
49. **Non-Conforming Terms & Conditions** – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the quality, or delivery of goods/services. If quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General and Special Terms and Conditions and Statement of Work (SOW) will take precedence, the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District’s solicitation document (RFQ, IFB, RFO, RFQ, etc.) take precedence unless Offeror’s deviations/exceptions are specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or (SOW)”) that is executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract.
50. **Use of Terms “Bid,” “Bidding, or “Bidder”** - Any use of the terms “Bid” or “Bidding” contained in any of the Proposal or Contract Documents, and referring to the submission of a proposal by the Proposer for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.
51. **Acceptance by Board of Trustees** – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the Board of Trustees.

52. **Open Records Act** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act. Bidder/Proposer must contact the CISD Public Information Office at (915) 877-7482 to submit a formal request for the information.
53. **Estimate of Requirement** – The quantities stated are an estimate of use. Quantities shown are minimum requirements. There are no guaranteed quantities purchases.
54. **Competition Intended** – It is the District’s intent to maximize competition for all solicitations. It shall be the Offeror’s responsibility to advise the Purchasing Agent, in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received not later than five (5) days prior to the date set for acceptance of the Bids/Proposal/Request for Offer/Request for Quotes, etc.
55. **No Quantity Guarantee** - The Contract is not exclusive to the Vendor. The District makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.
56. **Payment of Taxes** – All Contractors located or owning property in El Paso County shall assure that all real and personal property taxes are paid. Material Management will verify payment of all real and personal property taxes due by the Contractor prior to award of any contract award or renewal.
57. **Safety** – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.
58. **Subcontractors** - Offeror’s shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor’s qualifications. The District reserves the right to reject the successful Offeror’s selection of any or all Subcontractors.
59. **Prohibition as Subcontractors** – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

60. **Deviations from Scope of Work** – If there is any deviation from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the substitution clearly stated. The District reserves the right to determine the responsiveness of any such deviation.
61. **Debarment** – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the Texas Building and Procurement Commission or the School District.
62. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-part documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Condition, and/or SOW”) that is executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract.
63. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District’s solicitation document (RFQ, IFB, RFP, RFI, CSP, etc.); the Offeror’s response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District’s notice of award or acceptance and may include the District’s solicitation document (RFQ, IFB, RFP, RFI, CSP, etc.); the Offeror’s response to the solicitation document; the District’s request for Best and Final Offer (BAFO); the Offeror’s response to the BAFO; and the notice of award or acceptance by the District.
- (a) Offeror will ensure the District’s terms and conditions, statement of work, and Contract Documents order of precedence flow-down to Offeror’s subcontractors, agents, and/or third-party business “partners”.
  - (b) Regardless of the documents comprising the Contract Documents, the District’s solicitation document (to include the SOW and Terms and Conditions) take precedence over other Contract Documents (regardless of date) unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract. Phrases imbedded in supporting documents submitted in response to a solicitation document that attempt to limit, change, restrict, or replace the precedence over the District’s solicitation document may be declared null and void by the District unless such “changes” are specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract.
  - (c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract’s SOW in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW) do not change nor

replace existing Contract language nor do they supersede or change precedence of the Contract Documents unless specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or SOW”) executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supersede or take precedence over the Contract Documents may be declared null and void by the District.

(d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.

64. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.

65. **Criminal Background Check** - It shall be the Vendor’s responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety. Canutillo Independent School District requires all workers on-site to have a company badge and to sign in at each facility they are performing work at. At the Proposer’s expense, a State level background check with the Texas Department of Public Safety to also include Sex offender and fingerprinting data must be completed and turned into the Canutillo Independent School District’s Department of Human Resources prior to working on school district campus sites. Texas Education Code chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

The district may not obtain criminal histories for contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety’s Crime Records Service at 512-424-2474. The school district has the right to remove workers who are not in compliance with these safety requirements.

66. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to CISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or unreturned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District’s Finance Division will not issue payment for goods and services delivered without an official purchase order.

67. **Insurance**

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- a. The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best rating of the insurance company to determine the company's acceptability to the School District.
- b. An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- c. Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the Canutillo Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the Canutillo Independent School District. The certificate(s) of insurance provided to the Canutillo Independent School District by the Contractor must reflect the above-stated requirements.

Certification of Insurance will be required of the successful Vendor prior to commencement of work, with limits as set forth below. The Board of Trustees of the Canutillo Independent School District shall be the Certificate Holder. The RFQ number and description must be referenced on the face of the Certificate.

Vendor's Liability Insurance. The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Vendor's operations under the contract/purchase order, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Vendor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting thereof.

Amounts, types, and limitations of Vendor's insurance shall be such as appears reasonable and satisfactory to the Canutillo Independent School District and our counsel, but not less than the following amount:

Workers' compensation – Statutory Limits

Employers liability:	\$ 500,000	each accident
	\$ 500,000	disease – Policy limit
	\$ 500,000	disease – Each employee
General Liability	\$1,000,000	each occurrence
	\$2,000,000	general aggregate

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\$2,000,000	products/completed operations
\$1,000,000	personal & advertising injury
\$ 50,000	fire damage legal liability
\$ 5,000	premises medical payments

***District to be named as an additional insured***

Automobile Liability	\$1,000,000	combined single limit for bodily and/or Property damage
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***District to be named as an additional insured***

Excess /Umbrella liability	\$1,000,000	per occurrence
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Vendor must furnish the Canutillo Independent School District with certificates of insurance with the scope of work documents for the RFQ. Additionally, these documents will be required with the contract/purchase order documents prior to commencement of work.

PROFESSIONAL LIABILITY

- a. “Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm’s owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.
- 68. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract.
- 69. If the District’s requirements do not result in orders in the quantities described as “estimated” in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.
- 70. **Liquidated Damages** - If the successful Offeror fails to deliver or defaults on this contract within the time specified in the contract, the Offeror shall pay (or have withheld from payments due), at the option of CISD, to CISD as liquidated damages \$300 per delivery order. Offeror agrees that this is a reasonable cost to compensate CISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude CISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to CISD.
- 71. **Instructions to Bidder/Proposer** - All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFQ, the District alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
- 72. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.

73. **Instructions to Bidder/Proposer** - CISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure CISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by CISD that the employee must be immediately restricted from all CISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with CISD.

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**Qualification Statement**  
**“Architectural & Engineering Services”**

**1. GENERAL INFORMATION.**

Date: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person(s)  
(limited to two persons per firm/application)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Internet address: \_\_\_\_\_

Texas registration number

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Internet address: \_\_\_\_\_  
Texas registration number: \_\_\_\_\_

Type of organization:

- \_\_\_\_\_ Sole proprietorship (individual)
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Professional Corporation
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Other

**QUALIFICATION STATEMENT.**

In a 50-word-or-less statement, please describe what makes your firm uniquely qualified to perform the project.

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

**3. FIRM BACKGROUND AND STAFF.**

Year present firm established \_\_\_\_\_  
Name of parent company, if any \_\_\_\_\_  
Address \_\_\_\_\_  
Year parent firm established \_\_\_\_\_

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Former company name(s) if any, and year(s) established:

Name: \_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_ Year: \_\_\_\_\_  
\_\_\_\_\_ Year: \_\_\_\_\_

Number of employees in firm (El Paso office) \_\_\_\_\_

Total employees in firm (all office locations) \_\_\_\_\_

**4. PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY FIRM.**

Please check all services applicable for your firm.

- \_\_\_\_\_ A. Architectural/Planning
  - \_\_\_\_\_ A.1 District facility master planning
  - \_\_\_\_\_ A.2 Educational Specifications
  - \_\_\_\_\_ A.3 Design
  - \_\_\_\_\_ A.4 Construction Administration
  - \_\_\_\_\_ A.5 Other
  
- \_\_\_\_\_ B. Engineering
  - \_\_\_\_\_ B.1 Mechanical Engineering
  - \_\_\_\_\_ B.2 Electrical Engineering
  - \_\_\_\_\_ B.3 Structural Engineering
  - \_\_\_\_\_ B.4 Acoustical Engineering
  - \_\_\_\_\_ B.5 Civil Engineering
  - \_\_\_\_\_ B.6 Other \_\_\_\_\_
  
- \_\_\_\_\_ C. Construction Management
  - \_\_\_\_\_ C.1 Cma Construction Manager Advisor
  - \_\_\_\_\_ C.2 CMc Construction Management Contractor
  - \_\_\_\_\_ C.3 Design/Build

**5. PROFESSIONAL LIABILITY INSURANCE.**

Does your firm carry professional liability Insurance?

Yes                      No                      Limit amount \$ \_\_\_\_\_

**6. EXPERIENCE PROFILE.**

**PROFILE OR FIRM'S PROJECT EXPERIENCE FOR LAST TEN YEARS**

List the total number of projects for the last ten years, including renovations and additions.

<b>Project Type</b>	<b>New Construction</b>	<b>Renovation/ Addition</b>
A.    Elementary Schools	_____	_____

CANUTILLO INDEPENDENT SCHOOL DISTRICT

- B. Middle Schools \_\_\_\_\_
- C. Junior High Schools \_\_\_\_\_
- D. High Schools \_\_\_\_\_
- E. Administrative/Support Facilities \_\_\_\_\_
- F. Athletic Facilities/Field Houses/Gyms \_\_\_\_\_
- G. Auditoriums \_\_\_\_\_
- H. Educational/Community Shared Facilities \_\_\_\_\_
- I. Specialized educational facilities \_\_\_\_\_

\_\_\_\_\_ List any type of educational facility(s) not listed above \_\_\_\_\_

**7. SPECIALIZED SERVICES/SUPPLEMENTAL SERVICES.**

Describe any specialized or supplemental services your firm provides.

**8. PROJECT REFERENCES.**

Please list five education-related projects that would be representative of your firm's work and services provided.

Total number of school district clients in the past three years: \_\_\_\_\_.

A. Project \_\_\_\_\_  
 District \_\_\_\_\_  
 Contact Person/Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Services Provided \_\_\_\_\_

B. Project \_\_\_\_\_  
 District \_\_\_\_\_  
 Contact Person/Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Services Provided \_\_\_\_\_

C. Project \_\_\_\_\_  
 District \_\_\_\_\_  
 Contact Person/Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Services Provided \_\_\_\_\_

D. Project \_\_\_\_\_  
 District \_\_\_\_\_  
 Contact Person/Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Project Description \_\_\_\_\_  
 Services Provided \_\_\_\_\_

E. Project \_\_\_\_\_  
District \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Description \_\_\_\_\_  
Services Provided \_\_\_\_\_

**9. CURRENT CLIENTS AND PROJECTS.**

Please list three of your current clients whose projects reflect the scope of your present workload:

A. Project \_\_\_\_\_  
District \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Description \_\_\_\_\_  
Services Provided \_\_\_\_\_

B. Project \_\_\_\_\_  
District \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Description \_\_\_\_\_  
Services Provided \_\_\_\_\_

C. Project \_\_\_\_\_  
District \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Description \_\_\_\_\_  
Services Provided \_\_\_\_\_

**Appendix A**  
**Forms to be returned**  
**“Architectural & Engineering Services”**

The following forms, in addition to proposals, must be returned and executed.

1. **Representations and Certifications**
2. **Conflict of Interest Statement**
3. **Deviation/Exception Page**
4. **W-9**
5. **Certification of Residency**
6. **Acknowledgement Form**
7. **Felony Conviction Notification**
8. **Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**
9. **New Vendor Form**

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## **REPRESENTATION AND CERTIFICATION**

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Represents that to the best of its knowledge it is not indebted to the Canutillo Independent School District. Indebtedness to the District shall be basis for non-award and/or cancellation and/or termination of any award.

By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension."

Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "Notification of Criminal History", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.

1. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. My firm is not owned nor operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

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

"Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the Canutillo Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

The Canutillo ISD promotes, to the maximum extent allowed by law, participation by economically disadvantaged business enterprises in all District competitive procurement.

Are you a qualified economically disadvantaged business enterprise or minority/women owned business enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

Type of Certification: \_\_\_\_\_

Issued by: \_\_\_\_\_ Date of Issue: \_\_\_\_\_

*Please attach proof of certification to this submittal. Certified by:* \_\_\_\_\_  
\_\_\_\_\_

“Conflict of Interest”: No officer, agent, or stockholder of the proposer is a member of the staff, or related to any employee of the Canutillo ISD except as noted herein: \_\_\_\_\_  
\_\_\_\_\_.

Texas Statute (i.e., HB 914) enacts disclosure requirements if certain school officials or family members receive a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period that the district is considering or has awarded a contract for the sale or purchase of property, goods, or services. Has your firm, parent firm, subsidiary, and/or affiliate provided a gift (other than gifts of food, lodging, transportation, or entertainment accepted as a guest) that had an aggregate value of \$250 or more over a twelve-month period to any CISD official, administrator, and/or Board member? [ ] Yes [ ] No

If yes, explain (the gift, name of individual receiving gift, date gift was provided, etc.). \_\_\_\_\_  
\_\_\_\_\_

**(COMPLETE THE ATTACHED CONFLICT OF INTEREST QUESTIONNAIRE FORM)**

Bidder/Proposer agrees to the attached “General Terms & Conditions” and any Special Terms & Conditions (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.

“Insurance, Bonds”: Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverage and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. CISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverage and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the Canutillo Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

**Company Name:** \_\_\_\_\_ **/Submitter’s Name/Title:** \_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Submitter’s Signature:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State and Zip Code:** \_\_\_\_\_

**Conflict of Interest Questionnaire (Form CIQ)  
For vendor or other person doing business with local government entity)**

Notice to Vendors  
Conflict of Interest Disclosure Statements  
Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176. Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the officer or family member receiving taxable income;
3. an officer of the District that results in the vendor receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussion or negotiations with the government entity, or submits to the entity an application, response to request for proposal or bid, correspondence, or other writing related to a potential agreement the entity.
2. The Vendor also shall file an updated questionnaire:
  - a. not later than September 1 of each year in which a covered transaction is pending, and
  - b. the seventh business day after the date of an event that would make a statement in questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year. (No one is required to file a disclosure under this statute before January 1, 2006)

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4**

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date

Amended 01/13/2006



Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**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.

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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.

Social security number
OR
Employer identification number

**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. citizen or other U.S. person (defined below).

**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 ▶
------------------	----------------------------	--------

**General Instructions**

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

**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.

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. 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### CERTIFICATION SHEET REQUEST FOR PROPOSAL

The following information must be provided. **Failure to complete may result in disqualification.**

**RESIDENT BIDDER**

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
Street/P.O. Box (City) (State) (Zip)

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

YEARS OR MONTHS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

**I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":**

NAME (please print) POSITION SIGNATURE DATE

**NONRESIDENT BIDDER**

As defined by Texas House Bill 602, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:  
What is your resident state? (The state your principal place of business is located.)

NAME OF COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY STATE: ZIP CODE: \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

YEARS OR MONTHS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? YES NO  
"Residence state" means the state in which the principal place of business is located \_\_\_\_\_

(b) If "YES", What is that amount or percentage? \_\_\_\_\_ %

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:**

NAME (please print) POSITION SIGNATURE DATE

CANUTILLO INDEPENDENT SCHOOL DISTRICT  
**ACKNOWLEDGMENT FORM**  
**REQUEST FOR PROPOSAL**  
**“Architectural & Engineering Services”**

Having carefully examined the Terms and Conditions and Specifications, the undersigned Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

**The proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage in the award of this proposal.**

Date:

\_\_\_\_\_

Company

Name:

\_\_\_\_\_

President/Designee:

\_\_\_\_\_

Position:

\_\_\_\_\_

**ADDENDA:** Respondent acknowledges receipt of Addenda numbered \_\_\_\_\_ through \_\_\_\_\_ and has incorporated the provisions thereof into bid/proposal.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

I have read and understand the terms and conditions herein and will abide by them.

\_\_\_\_\_  
President/Designee (Signature)

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Date

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
Felony Conviction Notification**

**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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”**

**Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”**

**This Notice Is Not Required of a Publicly-Held Corporation**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnish is true to the best of my knowledge.

**Vendor’s Name:** \_\_\_\_\_

(Authorized Company Name)

\_\_\_\_\_  
Signature/Print Name

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

\_\_\_\_\_ My firm is neither owned nor operated by anyone who has been convicted of a

CANUTILLO INDEPENDENT SCHOOL DISTRICT

felony.

\_\_\_\_\_ My firm is owned or operated by individual(s) who has/have been convicted of a felony.

**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

CANUTILLO INDEPENDENT SCHOOL DISTRICT



# Canutillo Independent School District New Vendor Form

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

Address: \_\_\_\_\_ Remit to: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ - \_\_\_\_\_ Fax Number: \_\_\_\_\_ - \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Taxpayer Identification Number (EIN/SSN): \_\_\_\_\_

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

Vendor Website Address \_\_\_\_\_

**Terms and Conditions:**

The Canutillo School District will issue Purchase Orders as the only method for all business transactions. Payment will be generated within 30 days *after an original invoice is received by the Accounts Payable Department.* **PURCHASE ORDER NUMBER MUST BE INDICATED ON ALL INVOICES.**

**All original invoices must be mailed to: Canutillo Independent School District  
Accounts Payable Department  
NO FAXED INVOICES  
WILL BE ACCEPTED P. O. Box 440  
Canutillo, TX 79835**

**NO BACKORDERS OR COD SHIPMENTS ARE ALLOWED!**  
PRICE INCREASE MUST BE PRE-APPROVED by calling (915) 877-7420.

**Please fill out the attached W-9 form, conflict of interest forms, and suspension & debarment form and mail originals to above address.**

I hereby agree to the above terms & conditions.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

DRAFT



# Canutillo Independent School District

7965 Artcraft Rd.  
El Paso, TX 79932

Mailing Address P.O. Box 100  
Canutillo, Texas 79835

**Ron Gatlin**  
Purchasing Agent

Voice (915) 877-7426  
Fax (915) 877-7415

**Date:** October 6, 2011

**To:** CISD Facility Committee Members

**Cc:** Martha Aguirre, Executive Director of Financial Services

**From:** Ron Gatlin, Purchasing Agent

**Subject:** RFQ for Energy Savings Performance Contract Services

I am currently working on drafting RFQ 12-05 for Energy Savings Performance Contract Services. I have completed the basic framework and will await recommendations from the committee as to how you would like for me to proceed.



# Canutillo Independent School District

7710 Cap Carter Rd.  
Canutillo, TX 79835

Mailing Address: PO Box 100  
Canutillo, Texas 79835

**Ernesto Armendariz**  
*Executive Director*  
*Facilities and Transportation Division*

(915) 877-7712  
FAX (915) 877-7740  
[earmendariz@canutillo-isd.org](mailto:earmendariz@canutillo-isd.org)

## MEMORANDUM

TO: Dr. Damon Murphy, Superintendent

FROM: Ernesto Armendariz, Executive Director of Facilities and Transportation

DATE: October 6, 2011

SUBJECT: Wastewater Treatment Plant at CMS Update

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I recommend we provide an informational update of our meeting with Mr. Archuleta of the Public Service Board regarding the proposed sewer line tie-in and final elimination of the Wastewater Treatment Plant at Canutillo Middle School to the Finance/Audit/Facilities/Planning Committee.

If you are in agreement, I will gather information regarding our meeting with PSB and be ready to present the information at the committee meeting on October 13, 2011.



# Canutillo Independent School District

7710 Cap Carter Rd.  
Canutillo, TX 79835

Mailing Address: PO Box 100  
Canutillo, Texas 79835

**Ernesto Armendariz**  
*Executive Director*  
*Facilities and Transportation Division*

(915) 877-7712  
FAX (915) 877-7740  
[carmendariz@canutillo-isd.org](mailto:carmendariz@canutillo-isd.org)

## FOR INFORMATION ONLY

**Date:** October 4, 2011

**To:** Canutillo ISD Board of Trustees

**From:** Ernesto Armendariz

**Subject:** Contracted Services for Lift Stations (For Informational Purposes)

**Description/justification:** Contracted Services to be provided for Lift Stations at Bill Childress Elementary and Canutillo Middle School

**BCE:** Pour Concrete Slab with Perimeter Curb on Fenced in Lift Station. Remove total of 8 Posts. All Labor & Materials Included.

**CMS:** Install Concrete Slab with Perimeter Curb on 2 Fenced in Lift Stations. Raise Lift Station covers repair asphalt to new concrete slab.

**Vendor name:** Sam's Construction

**Category:** Bill Childress Elementary, Proposal dated August 18, 2011  
Canutillo Middle School, Proposal dated August 18, 2011

**Funding source:** 199.51.6299.00.915.2.99

**Cost:** BCE: \$4,365.00  
CMS: \$4,960.00

**Participating Schools:** Bill Childress Elementary and Canutillo Middle School

**Signature:** Ernesto Armendariz,  
Executive Director of Facilities and Transportation

*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 vocational programs. For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact:*  
(915) 877-7423, 7965 Arcraft Road, El Paso, Texas 79932



**Canutillo Independent School District**  
**Lift Station Concrete Slab Upgrades**

<b>Vendor</b>	<b>BCE</b>	<b>CMS</b>	<b>Total</b>
<b>Sam's Construction</b>	\$4,365.00	\$4,960.00	<b>\$9,325.00</b>
<b>High Ridge</b>	\$4,836.00	\$5,129.00	<b>\$9,965.00</b>
<b>Mirador</b>	\$7,848.00	\$10,723.00	<b>\$18,571.00</b>

Scope of Work:           Installation of Concrete Slabs in Lift Stations  
 Remove existing chainlink posts, pour 4" concrete slab with 4 x 4 x 10/10 welded wire mesh and 8" high perimeter curbing within fenced perimeter work to include materials, parts and labor.  
 Work to include raising of the lift station metal covers and  
 Removal of any existing steel concrete filled bollards