



# MUSD VENDOR/CONTRACTOR PROFILE SHEET

Menifee Union School District  
Purchasing Department  
Phone: 951-672-6461 Fax: 951-672-6462

Date:  Company Name:

Contact Name:  Contact Phone #:

Contact Fax #:  Contact Email Address:

Company Mailing Address:

City:  State:  Zip Code:

Company Remit To Address:

City:  State:  Zip Code:

Tax ID #:

Federal Classification (completed W-9 must be attached):

☐ Independent/Sole Proprietor

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ LLC Corporation

☐ LLC S Corporation

☐ LLC Partnership

☐ Trust/Estate

☐ Exempt Payee

☐ Other:

Type of business/services offered:

How many years has your company been in business?

Are you a minority-owned business? ☐ Yes ☐ No

Are you a woman-owned business? ☐ Yes ☐ No

Are you a disabled veteran-owned business? ☐ Yes ☐ No

Contractor License Number:

License Expiration Date:

Is your company registered with the Department of Industrial Relations (DIR)? ☐ Yes ☐ No

If yes, what is your DIR registration number?

Are you bonded? ☐ Yes ☐ No

Name & address of bonding company:

Does your company carry general liability, automotive, and workers' compensation insurance? ☐ Yes ☐ No

If yes, please attach copies of your certificates of insurance.

Does your company conduct fingerprinting/background checks on its employees? ☐ Yes ☐ No

Has your company ever left or been removed from a project/job prior to completion? ☐ Yes ☐ No

If yes, please explain:

***I certify that the above information is true and correct to the best of my knowledge.  
(Please have an authorized officer/agent sign this form below.)***

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2:	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**MENIFEE UNION SCHOOL DISTRICT**  
**Exhibit "B" Purchase Order Terms & Conditions**

- Ship all merchandise PREPAID to indicated destination. Add freight charges to your bill only if authorized IN WRITING on the purchase order. No C.O.D. charges permitted.
- Enclose packing list showing purchase order number with all deliveries. No charges shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or other costs unless expressly authorized on this order.
- Shipments not received by date required may be cancelled by Purchaser without penalty.
- The Meniffee Union School District is responsible only for the goods or services ordered on the Purchase Order form and signed by an **authorized agent** of the District. The District is not responsible for orders made without a purchase order.
- All invoices shall have the purchase order number and vendor's name shown clearly thereon. Labor and materials shall be itemized. All discounts, prices, and amounts shall be clearly shown.
- No changes to this order will be allowed unless authorized by the District's Purchasing Department.
- Seller shall neither assign any right nor delegate any duty without the prior written consent of the District's Purchasing Department.
- All delivered goods, services, and charges must be in accordance with the bids or specifications upon which this order is placed. Do not substitute. The District reserves the right to cancel this order or adjust any claim thereunder if merchandise, delivery, services rendered, or charges submitted are not in accordance with the bids or specifications.
- All materials shall conform to the provisions set forth in Federal, State, County and City laws for their production, handling and labeling.
- Vendor/Contractor must abide by all Federal, State, County and City laws governing services under the bid, contract, or purchase order upon which this order is placed. When a discrepancy exists between the bid price and the order price, the bid price is the legally binding price.
- All items are taxable for State, County & City taxes. The Meniffee Union School District is exempt from payment of Federal Excise Tax. An exemption certificate will be furnished in lieu of payment of the Excise Tax, and prices listed shall be exclusive of such Excise Tax.
- When applicable, Material Safety Data Sheets (MSDS) must be included with the order. If requested MSDS are not delivered with order, payment will be delayed pending receipt of sheets.
- The Meniffee Union School District is an equal opportunity employer. The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier is an equal opportunity employer and does not discriminate against any employee or applicant of employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status or sex as outlined in the California Government Code Section 12940 and all provisions of Executed Order 11246. In addition, the supplier agrees to require like compliance by all subcontractors employed on the work by him.
- Seller/Contractor warrants that all articles furnished shall be free from defects of material and workmanship, that all articles furnished shall be fit and sufficient for the purpose intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agents from all damages, or claims from damages, costs or expenses in law or equity that may arise from Buyer's normal use.
- The Supplier shall hold harmless and indemnify the District, its officers, agents and employees from every claim, demand, or liability which may be made by reason of: A) Any injury to property or person including death, sustained by the Supplier or by any person, firm or corporation employed by the Supplier directly or indirectly upon or in connection with the service hereunder; however caused; and B) Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Supplier, its officers, agents or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed; and C) the Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any such action suit, or other proceedings as a result thereof.
- Payments will be made from Original Invoices only and terms are Net 30 unless otherwise agreed to by both parties.
- **NO GOODS RECEIVED AFTER 3:00 P.M.**

Initials \_\_\_\_\_

Exhibit "B"

## Menifee Union School District

### Suspension and Debarment Procedures

In order to ensure the effective and efficient management of and the maintaining of the integrity of the Menifee Union School District procurement practices, it is policy to conduct business legally and only with responsible vendors. The Menifee Union School District shall have discretion to exclude from participation in procurement transition and activities any vendor who is debarred, who appears suspended or excluded, or is shown on the debarment list issued by any agency of any Federal, State or local government.

1. Purpose: All departments that use Federal Funds to purchase goods and services on purchase orders or agreements over \$25,000.00 to be charged to resource codes beginning with 3000 and ending with 5999 shall be monitored and may not procure from a Federal government debarred vendor. The purpose of this procedure is to provide a screening process for these purchases, prior to the commitment of Federal government funds.
2. Definition: A “Debarred Vendor” is a vendor who has been debarred, suspended, proposed for debarment, excluded or disqualified or declared ineligible from receiving Federal contracts. A list of debarred vendors may be found on the System for Award Management (SAM) website at <https://www.sam.gov/portal/SAM/#1>
3. Policy: The policy for debarred vendors applies only to individual purchases that exceed \$25,000.00 and are funded by resource codes beginning with 3000 and ending with 5999.
4. Procedures:
  - All District purchases (purchase orders, contracts, and independent contract agreements) in excess of \$25,000.00 for goods and services shall be checked against the Federal Government Debarment Listing.
  - If the vendor is on the debarred list, the school/department will need to select a different vendor that has been approved to process by the Purchasing Department staff.
  - Purchasing Department staff will verify that the selected vendor is not on the Excluded Parties List System (EPLS) Debarred Vendor list and will report the status of the vendor back to the school site or department, **prior to the purchase order being created**. A copy of the print-out for the EPLS list shall be attached to the purchase order or contract/agreement.
  - Vendors shall be required to complete and return the following form: Suspension and Debarment Certification. **Attached.**

## SUSPENSION AND DEBARMENT CERTIFICATION

INSTRUCTIONS: Obtain from any potential vendor or existing contractor for all contracts in excess of \$25,000.00. This form is required each time a bid for goods/services over \$25,000.00 is solicited or when renewing/extending an existing contract exceeding \$25,000.00 per year (Includes Food Service Management and Food Service Consulting Contracts).

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

#### (BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- ☐ The prospective participant 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.

Potential Vendor or Existing Contractor:

Vendor Name

Signature

Printed Name

Title

Date

- ☐ Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**FOR DISTRICT USE ONLY**

Menifee Union School District

Name of School

Agreement Number

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the Suspension and Debarment Certification form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.