

VENDOR CERTIFICATIONS ADDENDUM

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

This Vendor Certifications Addendum ("Addendum") is made a part of a contract ("Contract") between the Santa Fe Independent School District ("Santa Fe ISD" or "District") and the vendor ("Vendor" or "Contractor"), where such Vendor is identified on the last page of this Addendum. The parties hereto (District and Vendor) agree that the following terms and conditions are incorporated and made a part of the Contract resulting from this procurement process, as applicable. Where there is a conflict between the terms of this Addendum and the terms of the underlying Contract, the terms of this Addendum shall prevail.

I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

The following certifications and provisions are required and apply only when Santa Fe ISD expends federal funds for any purchases resulting from this Contract.

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

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

_____ Initials of Authorized Representative of Vendor

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

- 1. Termination for Cause:** Pursuant to Federal Rule (B) above, when Santa Fe ISD expends federal funds, Santa Fe ISD reserves the right to immediately terminate any contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.
- 2. Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Santa Fe ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.
- 3. Termination for Convenience:** Santa Fe ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Santa Fe ISD believes in its sole discretion that it is in the best interest of Santa Fe ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Santa Fe ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Santa Fe ISD as of the termination date. Any award under this procurement process is not exclusive and Santa Fe ISD reserves the right to purchase goods and/or services from other vendors when it is in Santa Fe ISD's best interest.

_____ Initials of Authorized Representative of Vendor

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

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

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

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

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

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

_____ Initials of Authorized Representative of Vendor

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

_____ Initials of Authorized Representative of Vendor

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

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(H) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the

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THIS IS A REQUIRED DOCUMENT

current prevailing wage determination issued by the Department of Labor in each solicitation. The Decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for the compliance with the Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by Department of Labor regulations (29 CFR Part 3. "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Santa Fe ISD expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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(I) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Santa Fe ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Santa Fe ISD resulting from this procurement process.

_____ Initials of Authorized Representative of Vendor

(J) Record Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by Santa Fe ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR 200.333. Vendor further certifies that it will retain all records as required by 2 CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly financial reports, as applicable, and all other pending matters are closed.

_____ Initials of Authorized Representative of Vendor

(K) Certification of Compliance with Texas Family Code Provision. As per Section 14.52 of the Texas Family code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following: I, the undersigned Supplier, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

_____ Initials of Authorized Representative of Vendor

(L) Certification of Antitrust Statement – Texas Government Code Section 2155.005

My initials below affirm under penalty of perjury of the laws of the State of Texas that:

I am duly authorized to execute this Proposal/Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Supplier) listed below;

In connection with this proposal, neither I nor any representative of Supplier have violated any provision of the Texas Free Enterprise and Antitrust Act, Business & Commercial Code Chapter 15;

Neither I nor any representative of Supplier have directly or indirectly communicated any of the contents of this proposal to a competitor or Supplier or any other company, corporation, firm, partnership or individual engaged in the same line of business as Supplier.

_____ Initials of Authorized Representative of Vendor

(M) Certification of Authorization, Permits and Business Certificates Requirement. For the duration of the contract, Supplier must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Santa Fe, Galveston County, the State of Texas and the United States Government to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier shall provide copies of all licenses, business certificates, permits and fees, as being paid and current, that are required to do business by the City, County, State and US Government for the type of business Supplier provides, or seeks to provide the District.

_____ Initials of Authorized Representative of Vendor

(N) Certification of Supplier (and if applicable, Subcontractor), Nationwide Criminal Background Check. All contracts must comply with the requirements for criminal background checks. All Suppliers 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. The District may terminate any resulting agreement of the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the contract resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. This paragraph is required by state law and exemptions permitted in this advance notice do not limit the following requirements. All suppliers will obtain criminal history record information that relates to an employee, an applicant for employment, or an agent of the contractor or consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed in school property or at another location where students are regularly present. The contractor or consultant shall certify to the District before beginning work and on no less than an annual basis thereafter that criminal history record information has been obtained. Contractors or consultants shall assume all expenses associated with the background checks and shall immediately remove and employee or agent who has any conviction of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060 (an offense involving moral turpitude; an offense involving a form of sexual or physical abuse of a minor or student or other illegal conduct in which the victim is a minor or a student; a felony offense involving the possession, transfer, sale, or distribution of or conspiracy to possess, transfer, sell, or distribute a controlled substance as defined by Chapter 481, Texas Health and Safety Code or by 21 U.S.C. Section 801 et. seq.; an offense involving the illegal transfer, appropriation, or use of District funds or other location where students are regularly present). The District shall be the final decision maker of what constitutes a "location where students are regularly present". The violation of this section by a contractor or consultant, shall constitute a substantial failure under any resulting agreement and shall be grounds for termination.

_____ Initials of Authorized Representative of Vendor

(O) Certification of Insurance Requirement. I, the undersigned Supplier, do hereby certify that I shall maintain all insurance policies required by and in accordance with CHE (Regulation). I further understand and agree that I must make the certificate of insurance and insurance policies available to the District upon request.

_____ Initials of Authorized Representative of Vendor

(P) Certification regarding Hazard Analysis and Critical Control Points (HACCP). All products purchased by the District must be manufactured in compliance with HACCP Regulations. Supplier certifies that: all products on this proposal are processed and packaged in a HACCP compliant plant. Supplier further understands that the District requires processed to maintain records and monitoring logs pertaining to HACCP compliance, at a minimum, in the following key areas of HACCP compliance:

Hazard Analysis	Orientation for all employees
Critical Control Points established and limits set	Ongoing training on food safety and HACCP procedures
Planned procedures in place to correct	Separation of food and chemical products
Processes when deviation may occur	Refrigerated dock receiving and loading
Detailed and accurate record keeping	Master cleaning and sanitation schedule
Verification procedures maintenance	Time/Temperature monitoring
Master cleaning and sanitation schedule	Pest Control

Supplier further understand and agrees that documentation and monitoring logs must be verified by an acceptable third party auditing firm or governmental agency and provided to the District upon request. Supplier also understands that is a processor loses inspection/processing rights or has a recall involving product sold to the District, Supplier must notify the District within 24-48 hours.

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

_____ Initials of Authorized Representative of Vendor

(R) Certification of Felony Conviction Notification. Pursuant to Section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with the 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 disclosure should include a description of the conduct resulting in the conviction of a felony. The District may terminate a contract with a person or business entity of the District determines that the person or business entity failed to give notice as required by Section 44.034 or misrepresented the conduct in the conviction. In such case, the District will compensate the person or business entity for services performed before the termination of the contract. **This Notice is Not Required of a Publically-Held Corporation.**

Please check the following as applicable:

_____ Supplier is publicly held corporation; therefore, the above reporting requirement does not apply

_____ Supplier is neither owned or operated by anyone who has been convicted of a felony

_____ Supplier is operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of individual(s):

Detail of conviction(s), attach additional pages if necessary:

_____ Initials of Authorized Representative of Vendor

(S) Certification of Non-Collusion Statement.

I, the undersigned supplier, do hereby certify that:

- a) All statements of fact in said proposal are true,
- b) Said proposal was not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization, or corporation,
- c) Said proposal is genuine and nor collusive or fraudulent
- d) Supplier has not, directly or indirectly by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement,
- e) Supplier did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or fraudulent bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal,
- f) Supplier did not, in any manner, directly or indirectly seek by agreement, communication, or conference with anyone to raise or fix the bid proposal price of said bidder or of anyone else,
- g) Supplier did not, directly or indirectly, submit a bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said proposer in his business,
- h) Supplier did not provide, directly or indirectly, to any officer or employee of the District, any gratuity, entertainment, meals, or anything of value whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment,
- i) No Office or principal of the undersigned Supplier, nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction, of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of and/or agreement with any public entity,
- j) I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

_____ Initials of Authorized Representative of Vendor

(T) Certification of Equal Employment Statement. It is the policy of Santa Fe ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in it programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

_____ Initials of Authorized Representative of Vendor

(U) Certification of Compliance with Buy America Provisions. Santa Fe ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with applicable provision of the Buy America Act.

_____ Initials of Authorized Representative of Vendor

(V) Certification of Access to Records – 2 C.F.R. 200.336. Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

_____ Initials of Authorized Representative of Vendor

(W) Certification of Applicability to Subcontractors. Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Santa Fe ISD shall be bound by the foregoing terms and conditions.

_____ Initials of Authorized Representative of Vendor

(X) Certification Regarding Boycotting of Israel. Pursuant to Chapter 2270, Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor and Vendor Companies will not boycott Israel during the term of this contract. For purposes of this Contract, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory.

_____ Initials of Authorized Representative of Vendor

(Y) Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL APPLICABLE PROVISIONS, LAWS, ACTS, AND REGULATIONS, AS SPECIFICALLY NOTED IN THIS ADDENDUM.

Vendor’s Business Name (as shown on Form W-9): _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____