

VENDOR EDGAR CERTIFICATION FORM
(EDGAR 2 CFR Part 200 & Appendix II / United States Department of Agriculture
(USDA) / Texas Department of Agriculture (TDA))

The following certifications and provisions are required and apply when San Elizario Independent School District seeks to procure goods and services using funds under a federal grant or contract and/or School Nutrition Program Funds (USDA), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. All vendors submitting proposals must complete this Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds and/or School Nutrition Funds.

For each of the following items listed below, Vendor must certify this Vendor EDGAR Certification Form and ability to comply, by having an authorized representative of their organization, check and initial where applicable. Form must be signed and acknowledged for consideration. Failure to complete any item on this form will result as a "NO, I do NOT agree to the above" and/or non-consideration for the solicitation on hand.

1. Termination for Cause or Convenience

For contracts in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

San Elizario ISD may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing ten (10) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, San Elizario ISD shall only be required to pay Vendor's return policy. If San Elizario ISD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

Vendor Certification, Item 1 (termination for Cause or Convenience):

- ☐ **YES, I agree to the above.** (Initial: _____)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)

2. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify San Elizario ISD with pending purchases or seeking to purchase from Vendor if

Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 2 (Debarment and Suspension):

- ☐ **YES, I agree /certify to the above.** (Initial: _____)
☐ **NO, I do NOT agree/certify to the above.** (Initial: _____)

3. Procurement of Recovered Materials

For purchases utilizing federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a require to confirm estimates and otherwise comply. 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, consistent 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.

Vendor Certification, Item 3 (Procurement of Recovered Materials):

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

4. Record Retention Requirements for Contracts Involving Federal Funds

When federal funds are expended by San Elizario ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor Certification, Item 4 (Record Retention Requirements for Contract Involving Federal Funds):

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

5. Record Retention Requirements for Contracts Involving School Nutrition Program (SNP) Funds

When school nutrition program funds are expended by the District pursuant to this purchase, Vendor certifies that it will comply with the record retention requirements per United States Department of Agriculture (USDA)/Texas Department of Agriculture (TDA). Vendor will retain all records as required by USDA/TDA for a period of five (5) year after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to the District and federal or stare reviewers. (*See TDA Administrator's Reference Manual Section 17*).

Vendor Certification, Item 5 (Record Retention Requirements for Contract Involving Federal Funds):

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

6. Energy Policy and Conservation Act

When San Elizario 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)

Vendor Certification, Item 6 (Energy Policy and Conservation Act):

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

7. Access to Records

Vendor agrees that the Inspector General of the District 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 relation to such documents. 2 C.F.R. § 200.337

Vendor Certification, Item 7 (Access to Records):

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

8. Buy American Provisions (food)

- A) The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" is defined as 51% or more of the final processed product consists of agricultural commodities grown domestically. District requires that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us. Invoices must state that all food products will meet the Buy American provisions. Failure to comply with these requirements may be means for non-award. Documentation demonstrating product meets the Buy American Provision must be provided to the District.

Vendor must notify the District if a delivery contains non-domestic products, so the District can review for approval as an exception to the Buy American provision.

Vendor Certification, Item 8 (Buy American Provision)

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
☐ **N/A, Not a food product.** (Initial: _____)

9. Buy American Provisions

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

Vendor Certification, Item 9 (Buy American Provision)

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

10. Prohibition on certain telecommunications and video surveillance services or equipment (CFR Section 200.216).

(a) District is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Vendor certifies vendor will not provide equipment/services as stated from the entities listed or any subsidiary or affiliate of such entities.

Vendor Certification, Item 10 (Prohibition on certain telecommunications and video surveillance services or equipment (CFR Section 200.216)).

- ☐ **YES, I agree to the above.** (Initial: _____)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

11. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 above, when San Elizario ISD expends federal funds, San Elizario ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach on contract by either party.

Vendor Certification, Item 11 (Vendor Violation or Breach of Contract Terms)

- ☐ **YES, I agree to the above.** (Initial: _____)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)

12. Equal Employment Opportunity.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule above, when San Elizario ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Vendor Certification, Item 12 (Equal Employment Opportunity)

- ☐ **YES, I agree to the above.** (Initial: _____)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)
- ☐ **Not Applicable (N/A) not a construction contract** (Initial: _____)

13. 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 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 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 subrecipient 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.

Vendor Certification, Item 13 (Davis-Bacon Act)

- ☐ **Yes, I agree to the above** (Initial: _____)
- ☐ **No, I do NOT agree to the above** (Initial: _____)
- ☐ **Not Applicable (N/A) not a construction contract** (Initial: _____)

14. 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 in excess 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 Federal Rule above, when San Elizario 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 San Elizario ISD resulting from this procurement process.

Vendor Certification, Item 14 (Contract Work Hours and Safety Standards Act)

- ☐ **Yes, I agree to the above** (Initial: _____)
- ☐ **No, I do NOT agree to the above** (Initial: _____)
- ☐ **Not Applicable (N/A) not a construction contract** (Initial: _____)

15. Rights to Inventions Made Under a Contract or Agreement.

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

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

Vendor Certification, Item 15 (Rights to Inventions Made under a Contract or Agreement).

- ☐ **Yes, I agree to the above** (Initial: _____)
- ☐ **No, I do NOT agree to the above** (Initial: _____)
- ☐ **Not Applicable (N/A)** (Initial: _____)

16. Clean Air Act and the Federal Water Pollution Control Act

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

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

Vendor Certification, Item 16 (Clean Air Act and the Federal Water Pollution Control Act)

- ☐ **Yes, I agree to the above** (Initial: _____)
- ☐ **No, I do NOT agree to the above** (Initial: _____)
- ☐ **Not Applicable (N/A) not a construction contract** (Initial: _____)

17. Byrd Anti-Lobbying Amendment

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 any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) Pursuant to Federal Rule above, when federal funds are expended by San Elizario ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Elizario 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:
- (2) 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.

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

☐ **Yes, I agree to the above** (Initial: _____)

☐ **No, I do NOT agree to the above** (Initial: _____)

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

Corporate/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Email Address: _____

Federal Tax ID: _____

DUNS Number: _____

CAGE#: _____

Company Registered on SAM.gov? _____