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EDGAR CERTIFICATIONS
2 CFR Section 200 PROVISIONS
Addendum for Purchases/Contracts by U.S. Federal Grant

This addendum is required for federally funded services and/or products. To comply with the Education Department General Administrative Guidelines (EDGAR), Clint Independent School District (CISD) requires the vendor to complete this addendum and return it to the CISD Purchasing Department.
The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTTY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2CFR PART 200

A. Education Department General Administrative Regulation

For all purchase with federal grant funds, the District is required to comply with federal regulations, Education Department General Administrative Regulations (EDGAR) related t purchasing goods and services [22 CFR 200.317-200.326] Effective July 1, 2019. When the Districts seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply to the procurement, in addition to those under state law. This document includes 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")/ The District requires all Vendors to complete and execute the EDGAR CERTIFICATIONS FORM when requested to do so as a requirement of the procurement documentation process when federal funds are the source of project funding.
Vendor Certification, Item A (Vendor Violation or Breach of Contract Terms):

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

B. Termination for Cause or Convenience

[Applicable ONLY to contracts in excess of $10,000.] **Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by the 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 a purchase order; (2) make any payments owed; or (2) otherwise perform in accordance with the contract immediately, with written notice to Vendor, for convenience, if the District believes in its sole discretion it is the best interest of the District to do so. Vendor will be compensated for work performed and accepted and foods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Vendor Certification, Item B (Termination for Cause or Convenience):

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

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C. 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 (C) above, when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Vendor Certification, Item C (Equal Employment Opportunity):

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

D. Davis-Bacon Act

When required by Federal program legislation, Vendor agrees that, all prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Vendor Certification, Item D (Davis-Bacon Act):
☐ **YES, I agree to the above**. (Initial:_____)

E. Contract Work Hours and Safety Standards Act

[*Applicable ONLY to contracts in excess of $100,000 involving mechanics or laborers.]* **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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

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Pursuant to Federal Rule (E) on page 2, when the District expends federal funds, Vendor certifies that Vendor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an aware for all contracts by the district.

Vendor Certification, Item E (Contract Work Hours and Safety Standards Act): ☐ **YES, I agree to the above**. (Initial:_____)

F. Right 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 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 issues by the awarding agency.

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

Vendor Certification, Item F (Right to Inventions Made Under a Contract or Agreement):

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

G. Clean Air Act and Federal Water Pollution Control Act

[Applicable ONLY to contracts in excess of $250,000.] **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Ace (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to comply with all applicable standards, orders or regulations issues 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 (G) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Vendor Certification, Item G (Clean Air Act and Federal Water Pollution Control Act):

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

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H. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract aware (see 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 contain 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.

Pursuance to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Vendor Certification, Item H (Debarment and Suspension):

☐ **YES, I agree / certify to the above**. (Initial:_____)

I. Byrd Anti-Lobbying Amendment

[Applicable ONLY to contracts in excess of $100,000] **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 aware 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 aware. 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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is following 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 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, Member of Congress, an office 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 subrecipients shall certify and disclose accordingly.

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Vendor Certification, Item I (Byrd Anti-Lobbying)

☐ **Amendment):YES, I agree to the above**. (Initial:___)

J. Procurement of Recovered Materials

When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 002 include (1) 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 acquire during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962©(3)(A)(i), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

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

K. Certification of Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this sections must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produces in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

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Vendor Certification, Item K (Certification Domestic Preferences)

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

L. Ban on Foreign Telecommunication

Federal grant funds may not be used to purchase equipment services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunication means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

Pursuant to Federal Rule (L) above, when federal funds are extended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems "covered telecommunication", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology of any system.

Vendor Certification, Item L (Ban on Foreign Telecommunication):

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

VENDOR CERTIFICATIONS

M. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District 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 subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor Certification, Item M (Records Retention):

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N. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District 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. Par 18).

Vendor Certification, Item N (Energy Policy):

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

O. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is policy of the district not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its 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.

Vendor Certification, Item O (Equal Employment):

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

P. CERTIFICATE OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable as noted and provided in Title 7 CFR 210.2 (d). The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the district.
[Applicable to Federally Funded Contracts] The Buy America Appendix A to Title 49 CFR 66.3 (3) End Products are subject to the Buy America Products which includes infrastructure products not made primarily of steel or iron; fair market collection systems; computers; information systems; security systems; data processing systems.

Vendor Certification, Item P (Buy America Provisions)

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

Q. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Vendor Certification, Item Q (Access to Records):

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

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R. REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.321

When federal funds are expended by the District, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Vendor Certification, Item R (Equal Employment):

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

S. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING ISRAEL GOVT. CODE 808 (HB 89) & GOVT. CODE 2252 (SB252)

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 services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, no any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies") , boycott Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For the purposes of this Agreement, 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 in Israel or in an Israeli-controlled territory.

Vendor Certification, Item S (GOVT CODE 808 &2252):

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

T. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Legislature, R.S. (1993) , all bidder must complete and submit with the bid the following affidavit:
I, the undersigned vendor, 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 is 30 days or more delinquent in paying child support under a court order or a written prepayment is NOT eligible to bid or receive a state contract.

Vendor Certification, Item T (Texas Family Provision):

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

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U. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS LICENING OR REGULATIONS

Vendor certifies under penalty of perjury that with response to this procurement, that all required applicable local, state and federal health and safety certifications, licensing or regulations, which include, but are not limited to, facility use, food establishment and authorized providers are in good standing and current.

Vendor Certification, Item U (Health & Safety):

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

V. CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Vendor Certification, Item V (Non-Collusion):

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

W. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this contract shall be bound by the foregoing terms and conditions.

Vendor Certification, Item W (subcontractors):

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

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By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name (include DBA If Applicable)

Address

City, State, Zip Code

Phone Number

Authorized Representative Signature

Printed Name

Date

E-mail address

Clint ISD Project/Contract Name: _____

Department/Campus: _____