

REPRESENTATIONS AND CERTIFICATIONS FORM

Please review the below representations and certifications carefully and fill out any additional information as requested. By making this submission and signing below, the undersigned represents and certifies as follows:

1. Vendor is not indebted to Waco ISD. Indebtedness to the District may constitute basis for non-award and/or cancellation of any award.
2. Vendor is not under any suspension or debarment that would preclude the vendor from receiving a federally and/or state funded contract.
3. Vendor (except for publicly held corporations) or its owner or operator has not been convicted of a felony, except as disclosed below as required by Texas Education Code Section 44.034. Failure to provide notice as required or misrepresenting the conduct resulting in the conviction may result in termination of any awarded contract at the District's discretion.

Name of Felon(s): _____

General Description of Conduct Resulting in Felony Conviction(s): _____

4. Vendor has not prepared this submission in collusion (i.e., an agreement between two or more parties to deceive the District or defraud the District of its rights) with any other vendor, District board member, or District employee, and the contents of this submission as to prices, quality of product, quantity of product, terms and/or conditions, etc. have not been communicated by the undersigned or by any other employee, agent, representative and/or officer of the vendor to any other person engaged in this type of business prior to the official opening of this submission for the intent or purpose of collusion.
5. No District employee will have a direct financial interest in any contract the vendor may enter into with the District as a result of an award made under this Solicitation, including, but not limited to, in the sale of any land, equipment, supplies, materials or service. Any violation of this requirement will render the contract null and void, unless such contract is approved by the Waco ISD Board of Trustees after full disclosure is made below.

Name of District employee(s): _____

Nature of Financial Interest: _____

6. No employee of the vendor has any financial and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee or trustee of Waco ISD, except as disclosed below.

Name of Vendor's Employee(s): _____

Title: _____

Name of Waco ISD Employee/Trustee: _____

Relationship: _____

7. Vendor (or its ultimate parent company or majority owner) is a Texas Resident with its principal place of business in the State of Texas. If vendor is not a Texas Resident, then vendor is a nonresident from the State of _____, wherein is located vendor's principal place of business.

8. If vendor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, vendor certifies that it does not and will not boycott Israel during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
9. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
10. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
11. Vendor's name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as provided under Texas Government Code Section 2252.152.
12. If an award of a contract as a result of this Solicitation is made and the same constitutes a taxpayer resource transaction as provided under Chapter 2272 of the Texas Government Code, then subject to any exceptions therein, vendor certifies that it is not an abortion provider or an affiliate of an abortion provider. If this provision is violated by vendor, then the contract is voidable by Waco ISD and vendor agrees to indemnify Waco ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.
13. In order to obtain and maintain a contract with the District, vendor agrees to abide by all applicable federal, state and local laws, statutes, codes, regulations, guidance, etc., including but not limited to those applicable to contracts that are funded by federal and/or state grants, as provided in the "Provisions for Contracts Awarded Under Federal & State Grants."
14. Vendor has read and understands the requirements of this Solicitation and has therefore submitted true, accurate and complete documents made in accordance with those requirements.
15. Vendor has read, understands and agrees to the "General Terms and Conditions" and any "Special Terms and Conditions" (if applicable) enclosed with this Solicitation. Vendor understands and agrees that these General and/or Special Terms and Conditions govern the relationship between the District and vendor and are hereby made an integral part of this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation. These General and/or Special Terms and Conditions take precedence and prevail over any conflicting terms and conditions unless specifically identified and such changes are signed by both parties.

By signing below, the undersigned certifies that he/she is a duly authorized agent, representative or officer of the vendor, with the authority and capacity to make this submission and enter into and execute binding contracts on behalf of the vendor, and declares under penalty of perjury that the foregoing representations and certifications are true and correct.

Vendor Name: _____

Address/City/State/Zip: _____

Phone #/Fax #: _____

E-Mail Address: _____

Primary Scope of Business: _____

Submitter's Name: _____

Submitter's Title: _____

Submitter's Signature: _____

Date: _____