

Sulphur Springs ISD Vendor Packet/Application



**Please send the completed Vendor Application Packet to:
Sulphur Springs ISD
Attn: Lauren Aaron, Purchasing Coordinator
via one of the following methods:**

**Mail: 631 Connally Street
Sulphur Springs, TX. 75482**

E-Mail: purchasing@ssisd.net or laaron@ssisd.net

Instructions include the following:

- The application should be completed and signed by an authorized representative of the vendor.
- The application should be submitted with the following supporting documents.
 - ✓ W-9 Form
 - ✓ Conflict of Interest
 - ✓ Felony Questionnaire
 - ✓ Conviction Form
 - ✓ Debarment & Suspension Certification Form
 - ✓ Certificate of Insurance (as appropriate for on-site professional services)
 - ✓ Agreement to EDGAR Certifications

Please note the following:

- I. To be an approved vendor for Sulphur Springs ISD, the required forms in this packet must be returned via mail to Purchasing Coordinator, 631 Connally St. Sulphur Springs, TX. 75482. It may also be emailed to purchasing@ssisd.net or laaron@ssisd.net. Vendor applications will not be accepted by telephone or fax.
- II. Sulphur Springs ISD is exempt from Federal Excise Tax, State and Local Taxes. The district's Tax Exemption Certificate will be furnished upon request.
- III. Vendors will not be placed on the District's approved vendor list until all the forms have been completed and received by the District's Business Office.
- IV. Criminal History Record Information or certification of criminal history review by a corporation of its employees may be required upon contract approval if vendor services require the vendor or its employees to work on campuses where students are present. Potential contact with students requires additional security measures. All visitors for every campus are required to check in/out via the Raptor system.
- V. All invoices must reflect the purchase order number and must be mailed, faxed, or emailed to the Sulphur Springs ISD Accounts Payable Department.**

**SSISD Accounts Payable
Attn: Nita Rhoades
631 Connally St.
Sulphur Springs, TX. 75482**

**Phone: 903-885-0984
Fax: 903-439-6156
Email: nrhoades@ssisd.net**

Sulphur Springs Independent School District Vendor Information Form

Vendor Name:
Vendor DBA:
Federal Tax ID or SSN:
Type(s) of Goods or Services:

Vendor Contact Information

Vendor Mailing Address:

Vendor REMIT Address (if different than mailing address):

Vendor Phone #:

Vendor Fax #:

Vendor Website URL:

Vendor Email Address for purchase orders:

Please indicate below if Vendor is in any of the Purchasing Cooperatives listed below.

Cooperative Name

Contract#

Expiration Date

- ☐ TIPS/REGION 8 ESC
- ☐ PACE/REGION 20 ESC
- ☐ BUYBOARD
- ☐ OMNIA
- ☐ 1GPA
- ☐ TXMAS/STATE OF TEXAS
- ☐ NATIONAL 1GPA

General Information and Agreements

1. All invoices and packing slips from successful vendor(s) must include the manufacturer's identification number and the vendor's item number as applicable.

Can the vendor comply with this requirement? Yes No

2. All invoices must have a District purchase order number on them. A clear and legible packing slip with each order along with timely invoices will generate payment to the vendor. Drop shipments must also have a purchase order noted.

Can the vendor comply with this requirement? Yes No

3. Describe the goods or services offered.

4. Please state the percentage if any, of discount being offered to Sulphur Springs ISD for term(s) of the award. If discount is 0% please note as such.

_____ % Discount

5. List any exclusions from discount offer:

6. Will any discount to the district be automatically calculated on invoices, or will the District be required to calculate and note the discounts on purchase orders?

7. Describe freight charges as they shall apply to the District.

8. Please specify the minimum order requirement if any:

9. Sulphur Springs ISD operates on a purchase order system. Does vendor agree to accept district purchase orders? Please list any information to be included on purchase order per vendor requirements.

Requirements: Yes No

10. Please note: The District will not pay for any goods or services purchased without a properly approved and signed Sulphur Springs ISD purchase order.

11. Sulphur Springs ISD cannot enter into a contract with any individual and/or company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the awarded contract under Section 2270 of the Texas Government Code. Should the individual and/or company during the term of the boycott Israel, is required to immediately notify Sulphur Springs ISD Purchasing Department.

____ Yes, I hereby certify that I and/or my company will adhere to Section 2270 of the Texas Government Code.

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

Vendor Authorized Representative
(Print Name)

Title

Vendor Authorized Representative
(Signature)

Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* 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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Sulphur Springs Independent School District Conflict of Interest Disclosure Statement

Sulphur Springs Independent School District (SSISD) is required to comply with EDGAR Conflict of Interest Requirements. EDGAR requirements as amended on December 26, 2014 under 2 CFR Part 200 state the following: No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real apparent conflict of interest. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Any company that does business with SSISD must fill out a Conflict of Interest Questionnaire (CIQ) whether a conflict of interest exists or not. If there is no conflict of interest, you must fill out Box 1 with company name, put N/A in Box 3 of the CIQ form, sign, and date it.

The officers, employees, and agents of SSISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through our personnel policies. Violations of this standard by an officer of the Superintendent shall be addressed to the Board President and addressed through the board policies.

List of Local Government Officials

Board of Trustees

President: Craig Roberts
Vice President: Leesa Toliver
Secretary: Adam Teer
Board Member: John Campbell
Board Member: Kati Adair
Board Member: Brian Kelly
Board Member: Darla Reed

Administration

Superintendent: Dr. Deana Steeber
Assistant Superintendent & Human Resources: Shawn Duhon
Assistant Superintendent: Jeremy Lopez
Business Manager: Sherry McGraw
SSISD Tax Collector: Kelly Bradley
Director of Child Nutrition: Stewart Murray
Director of Maintenance & Grounds: Dan Froneberger
Director of Transportation: Dan Froneberger
Director of Special Services: Lyndsay Anderson
Director of Athletics: Brandon Faircloth

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Sulphur Springs Independent School District Felony Conviction Notification

The Texas Education Code, Section 44.034(a) states that a person or business entity that enters into a contract with a school district 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 the felony.

Furthermore, Section 44.034(b) states that a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Lastly, Section 44.034 C states that this section does not apply to a publicly held corporation.

- ☐ My firm is a publicly held corporation, therefore this requirement is not applicable.
- ☐ My firm is not owned nor operated by anyone who has been convicted of a felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and that the information furnished above is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name: _____

Date

Signature

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

<u>Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?</u>	<u>Yes</u> <u>No</u>
<u>Do you consent for release of your prior employment records?</u> <u>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</u>	<u>Yes</u> <u>No</u>

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

<u>Have you ever been terminated, non-renewed, or discharged from a public or private school?</u>	<u>Yes</u> <u>No</u>
<u>Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?</u>	<u>Yes</u> <u>No</u>

<u>Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?:</u> · <u>abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury;</u> · <u>was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor;</u> · <u>engaged in inappropriate communications with a student or minor, as defined by board rule;</u> · <u>failed to maintain appropriate boundaries with a student or minor, as defined by board rule;</u> <i><u>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</u></i> <i><u>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</u></i>	<u>Yes</u> <u>No</u>
<u>Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?</u>	<u>Yes</u> <u>No</u>
<u>Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?</u>	<u>Yes</u> <u>No</u>
<u>Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.</u>	<u>Yes</u> <u>No</u>

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 3 - Declaration of Applicant

Name (First, Middle, Last)

Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code)

County

Signature

Date Signed

Sulphur Springs Independent School District Debarment or Suspension Certification Form

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this vendor:

- ✓ Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this application, in accordance with Sec. 44.034, Texas Education Code.
- ✓ Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (.36)

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Fax Number: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

Sulphur Springs Independent School District Required EDGAR Certifications

The following provisions are required by the Education Department General Administrative Regulations (EDGAR) as they apply to any federal funds expended by Sulphur Springs ISD.

These provisions are defined in Appendix II of 2 CFR Part 200.

- A) Breach of Contract Terms: Contracts for more than the simplified acquisition threshold currently set at \$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.

In accordance with Federal Rule A, when federal funds are expended by Sulphur Springs ISD, the District 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.

- B) Termination for Cause or Convenience: All contracts in excess of \$10,000 must address termination for cause and for the convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

In accordance with Federal Rule (B) above, when federal funds are expended by Sulphur Springs ISD, 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 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 (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Sulphur Springs ISD believes, in its sole discretion, that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods 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 best interest of Sulphur Springs ISD.

- 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., pg. 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."

In accordance with Federal Rule C above, when federal funds are expended by Sulphur Springs ISD, on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- D) Davis-Bacon Act Compliance: 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 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.

In accordance with Federal Rule (D) above, when federal funds are expended by Sulphur Springs ISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- E) 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 since 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.

In accordance with Federal Rule E above, when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

- F) Right to Interventions: 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 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 sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

- G) 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).

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

- H) Debarment & Suspension: (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., pg. 189) and 12689 (3 CFR part 1989 Comp., pg. 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.

In accordance with Federal Rule (H) above, when federal funds are expended by Sulphur Springs ISD, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- I) Byrd Anti-Lobbying: (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 employees of an agency, a member of Congress, officer of 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.

In accordance with Federal Rule (1), when federal funds are expended by Sulphur Springs ISD, the 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 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, an officer or employee of congress, or an employee of 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, 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 subrecipients shall certify and disclose accordingly.
- J) Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (PA) 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.

In accordance with Federal Rule (J), when federal funds are expended by Sulphur Springs ISD, the 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 in compliance with all applicable provisions as outlined by this provision.

The signature below certifies that proposer/vendor accepts and understands the required
EDGAR Certifications as written and described in the previous pages and agrees to the terms
therein.

Name and Title of Authorized Representative (please print)

Signature

Date