

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

When Carrizo Springs Consolidated Independent School District (the District) seeks to procure goods and services using funds under a federal grant or contract, 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 vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific District purchases using federal grant funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If you fail to complete any item in this form, the District will consider any may list the Vendor's response as "NO", the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the District to purchase from the Vendor using federal funds.

1. Profit as a Separate Element of Price:

Profit as a Separate Element of Price for purchasing using federal funds in excess of \$150,000, a Vendor may be required to negotiate profit as a separate element of price. See, 2 CFR 200.323(b). When required by a Vendor, the vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, the Vendor agrees that the total price, including profit, charged by the Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under the Vendor-District contract.

Item 1 (Profit as Separate Element of Price) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

2. Termination for Cause or Convenience:

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

The District may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days' advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the District shall only be required to pay the Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a District purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the District's purchase order, ancillary agreement, or District Construction Contract agreed to by the Vendor, the District's provision shall control.

Item 2 (Termination for Cause or Convenience) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all District purchases or contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.03 shall be deemed to 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."

The equal employment opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any District purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Item 3 (Equal Employment Opportunity) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all District 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 determination 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.

Item 4 (Davis-Bacon Act) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

5. Vendor Violation of 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 USC 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.

Provisions regarding Vendor default are hereby included in the District's Contract General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such District's General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, the District, ancillary contract, or Construction Agreement agreed upon by Vendor and the District which must be consistent with and protect the District at least to the same extent as the District's Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Item 5 (Vendor Violation or Breach of Contract Terms) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

6. Contract Work Hours and Safety Standards Act:

Where applicable, for all District contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of 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 USC 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 transmissions of intelligence.

Item 6 (Contract Work Hours and Safety Standards Act) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

7. Right to Inventions Made Under a Contract or Agreement:

If the District's 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 or firm or nonprofit organization regarding the substitution of parties, assignments or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor agrees to comply with the above requirement when applicable.

Item 7 (Right to Inventions Made Under a Contract or Agreement) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

8. Clean Air Act and Federal Water Pollution Control Act:

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

Item 8 (Clean Air Act and Federal Water Pollution Control Act) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

9. 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 guideline at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of the 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 the District 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.

Item 9 (Debarment and Suspension) check one:

_____ YES, I agree/certify to the above. (Initials _____)

_____ NO, I do NOT agree/certify to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

10. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Vendors 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 a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Item 10 (Byrd Anti-Lobbying Amendment) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

11. Procurement of Recovered Materials:

For District 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 the District may require to confirm estimates and otherwise comply. The requirement 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.

Item 11 (Procurement of Recovered Materials) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

12. Implementation of House Bill 1295:

The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Item 12 (Implementation of House Bill 1295) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

13. Non-Collusion Statement:

The Proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of a proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of a proposal, Proposer (or any representative of Proposer's company) will not discuss the contents of the proposal with any person affiliated with CARRIZO SPRINGS CISD, other than the Executive Director for Financial Services & Construction Accountability or its Designee, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

Item 13 (Non-Collusion Statement) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

14. Texas Government Code 2270.002 – Will not boycott Israel

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017, will become law codified as Texas Government Code 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002 PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a 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 contract.

I, (name of company representative) _____, (title) _____, as an authorized representative of (company name) _____, a contractor/vendor engaged by:

**Carrizo Springs CISD
300 North 7th Street
Carrizo Springs, TX 78834**

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract, or any contract with the above-named Texas governmental agency in the future. I further affirm that if our company's position in this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Item 14 (Will not boycott Israel) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

Signature of Named Authorized Company Representative

DATE

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

15. Record Retention Requirement:

When federal funds are expended by Carrizo Springs CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2CFR 200.333. The vendor further certifies that vendor will retain all records as required by CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Item 15 (Record Retention Requirement) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

16. Energy Policy and Conservation Act:

When federal funds are expended by Carrizo Springs CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with 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 (Pub. L. 94 163, 89 Stat. 871).

Item 16 (Energy Policy and Conservation Act) check one:

____ YES, I agree to the above. (Initials _____)

____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

17. Buy American Act:

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

Item 17 (Buy American Act) check one:

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

18. STATE REQUIREMENTS FOR FEDERAL CONTRACTS

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- A letter of intent to contract with a third party may be signed prior to the issuance of a Notice of Grant Award (NOGA).
- The contract is only effective upon receipt by the District of the NOGA from the awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from federal/state awarding agency (period of availability).
- Services may NOT begin unless "EDGAR Vendor Certification Form" is on file with Carrizo Springs CISD.
- Goods may NOT be purchased nor contract services begin unless you have an approved Purchase Order; or an approved Contract from Carrizo Springs CISD and Purchase Order.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source. (NOTE: This can be found on the Contract For Services form and the Purchase Order).
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2CFR 200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional Service Costs.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of service, and location(s) where services were provided during the billing period.

STATE REQUIREMENTS FOR FEDERAL CONTRACTS (check one):

_____ YES, I agree to the above. (Initials _____)

_____ NO, I do NOT agree to the above. (Initials _____)

CARRIZO SPRINGS CISD
EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 & Appendix II)
Rev. 10/26/2017

VENDOR NAME: _____

DATE: _____

CERTIFICATION:

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

Company Name (print)

Address, City, State and Zip Code

Phone

Printed Name – Authorized Company Official

Signature of Authorized Company Official

Date

END OF FORM
REQUIRED VENDOR FORMS FOR ALL VENDORS
(GOODS AND SERVICES)