**BELTON INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATIONS AND REPRESENTATIONS**

By submitting this offer, the vendor certifies that he/she is a responsible authorized office of the company, can sign for and enter into binding contracts on behalf of the company, and certifies the accuracy of the following statements:

1. Represents that to the best of its knowledge it is not indebted to the Belton Independent School District. Indebtedness to the District may be basis for non-award and/or cancellation of any award.
2. Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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 a felony. Subsection (b) states "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." Subsection (c) this notice is not required of a publicly held corporation.

**I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge (check only one item).**

1. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

2. My firm is not owned nor operated by anyone who has been convicted of a felony.

3. \_\_\_\_ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):

### Details of Conviction(s):

1. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."
2. In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Bids by Non resident Section 1(a) in the Act:

(1) “Governmental agency of the state” means: (A) an incorporated city or town, a county, a public school district, a special purpose

district or authority, or a district, county, or justice of the peace court;

(2) “Nonresident bidder” means a vendor whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) “Texas residential bidder” means a vendor whose principal place of business is in this state, and includes a contractor

whose ultimate parent company or majority owner has it principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident vendor unless the nonresident's proposal is lower than the lowest proposal submitted by the responsible Texas resident vendor by the same amount that a Texas resident vendor would be required to under proposal a nonresident vendor to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I Certify that as defined in Article 601g. that:

Yes, I am a Texas Resident Proposer

No, I am a­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident Proposer.

**BELTON INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATIONS AND REPRESENTATIONS**

1. Pursuant to Texas Government Code Chapter 2270, I certify that my company represents and warrants to the District that my company does not boycott Israel and will not boycott Israel during the term of this Agreement.
2. I certify that my company 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 per the addition of Government Code Sec. 2252.152 from Senate Bill 252 from the 85(R) Legislative Session. Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited.
3. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
4. Affirm the following:

No employee of the above named company has any financial relationship and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of Belton ISD.

Yes, a company employee so named has a financial and/or familial relationship with an employee/trustee of Belton ISD as noted below.

Name of the vendor employee­

Title­

Name of Belton ISD Employee/Trustee

Relationship to Belton ISD Employee/Trustee

1. I have completed and returned Form CIQ based on the above affirmation.
2. The proposer is responsible for first electronically filing Form 1295 with the Texas Ethics Commission. The filing process creates a certification of filing and a completed Form 1295 that must be printed, signed by an authorized agent of the business entity, and submitted to the Owner. After the BISD receives the certification of filing with the completed Form 1295, it will notify the Commission, in an electronic format prescribed by the Commission, of the receipt of those documents within 30 days after receipt. **BISD cannot enter into a contract for this proposal unless the Proposer submits a disclosure.**

[**https://www.ethics.state.tx.us/main/file.htm**](https://www.ethics.state.tx.us/main/file.htm)

1. The terms and conditions as set forth in this bid/proposal are understood and acceptable. Agree to the attached “General Conditions” and any “Special Instructions/Conditions” (if special conditions are provided) of this bid/proposal. Any exceptions shall be noted on a separate piece of paper and submitted with the response.
2. Yes, I have read and agree to the Terms & Conditions within this proposal.

By signing below, you agree to participate in this bid with the Belton ISD and you attest to the above Representations and Certifications (a-l) of this bid.

Please Print Name of Company/Vendor:

Mailing Address:

City: State: Zip Code:

Prepared By: Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

**BELTON INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATIONS AND REPRESENTATIONS**

**aDDENDUM FOR aGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**Belton ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Belton ISD along with your agreement.**

The following certifications and provisions are required and apply when Belton ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**Required Contract Provisions for Non-Federal Entity Contracts**

**Under Federal Awards – Appendix II to 2 CFR Part 200**

# The following provisions are required and apply when federal funds are expended by Belton ISD for any contract resulting from this procurement process.

1. 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.

Does vendor agree? YES \_\_\_\_\_\_ Initials of Authorized Representative of vendor

1. All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(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.”

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**BELTON INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATIONS AND REPRESENTATIONS**

**aDDENDUM FOR aGREEMENT FUNDED BY U.S. FEDERAL GRANT**

(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 on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(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).

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(H) 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**Record Retention Requirements for Contracts Paid for with Federal Funds –**

**2 CFR § 200.333**

When federal funds are expended by Belton ISD for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor 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.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**BELTON INDEPENDENT SCHOOL DISTRICT**

**CERTIFICATIONS AND REPRESENTATIONS**

**Certification of Compliance with the energy policy and conservation act**

When federal funds are expended by Belton ISD for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 c.f.r. § 200.336**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**Certification of Compliance with Buy America Provisions**

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

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

**certification of applicability to subcontractors**

Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES \_\_\_\_\_\_\_\_ Initials of Authorized Representative of vendor

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

Vendor’s Name/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal Tax ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**