# FEDERAL AND STATE CERTIFICATIONS
# FOR ALL WYLIE INDEPENDENT SCHOOL DISTRICT
# PROCUREMENT CONTRACTS

The following certifications and provisions are required and apply when Wylie Independent School District ("WISD") 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 WISD and ("Vendor" or "Contractor") in all situations where Vendor has been paid or will be paid with federal funds and also includes terms and conditions which apply where Vendor has been paid or will be paid with State and Local funds:

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

### BREACH OF CONTRACT TERMS, SANCTIONS AND PENALTIES

Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule above, when WISD expends federal funds, WISDreserves 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.

### TERMINATION FOR CAUSE AND FOR CONVENIENCE BY THE GRANTEE OR SUBGRANTEE. (ALL CONTRACTS IN EXCESS OF $10,000)

Pursuant to Federal Rule (B) above, when WISD expends federal funds, WISD 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. WISD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if WISD believes, in its sole discretion that it is in the best interest of WISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by WISD as of the termination date if the contract is terminated for convenience of WISD. Any award under this procurement process is not exclusive and WISDreserves the right to purchase goods and services from other vendors when it is in WISD's best interest.

### 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 above, when WISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

### 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 (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 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.

Pursuant to Federal Rule above, when WISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**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.

Pursuant to Federal Rule above, when WISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by WISD resulting from this procurement process.

**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.

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

**CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)**

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).

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

**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 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.

Pursuant to Federal Rule above, when federal funds are expended by WISD, Vendor certifies that during the term of an award for all contracts by WISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**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.

Pursuant to Federal Rule above, when federal funds are expended by WISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by WISD 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 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 anddisclose accordingly.

**PROCUREMENT OF RECOVERED MATERIALS – 2 CFR §200.323**

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 (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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 200.21**

**Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:**

Procure or obtain: Extend or renew a contract to procure or obtain; or

**(1)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**(i)** For the purpose of public safety, security of government facilities, physical security surveillance of critical

infrastructure, and otherwise national security purposes, 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).
**(ii)** Telecommunications or video surveillance services provided by such entities or using such equipment.
**(iii)** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal rules above, Vendor certifies that it will not enter into a contract with WISD to provide any of the prohibited equipment listed above.

**PROHIBITION ON CONTRACTS WITH ENTITIES THAT EXPORT SENSITIVE TECHNOLOGY TO IRAN 22 USC 8515**

Except as provided in subsection (b), and pursuant to such regulations as the President may prescribe, the head of an executive agency may not enter into or renew a contract, on or after the date that is 90 days after July 1, 2010, for the procurement of goods or services with a person that exports sensitive technology to Iran.

The term "sensitive technology" means hardware, software, telecommunications equipment, or any other technology, that the President determines is to be used specifically-

(A) to restrict the free flow of unbiased information in Iran; or

(B) to disrupt, monitor, or otherwise restrict speech of the people of Iran.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (BUY AMERICAN) §200.322**

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 section must be included in all subawards including all contracts and purchase orders for work or products under this award.
**(b)** For purposes of this section:
**(1)** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
**(2)** "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; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, Vendor certifies that it will, to the greatest extent practicable, enter into contracts with WISD with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any WISD contract that is entered into.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by WISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 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.

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When WISD 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 (Pub. L. 94-163, 89 Stat. 871).

**PROHIBITION ON AIDING AND ABETTING SEXUAL ABUSE**

Pursuant to 20 U.S.C. 7926, Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

Vendor agrees that the WISD's Inspector General 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.

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

This Certification is required for all food items domestically grown and processed in the United States, which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from non-domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products.

Vendor certifies that Vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically, and processed domestically. Unprocessed foods must be 100% domestic. *See* 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds**.**

**BUY AMERICAN WAIVER EXCEPTION LIST**

This documentation is required for all food items that are not produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S. The Buy American regulations states:

The "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency determines that the following instances apply to non-domestic produced products:

a. There is no domestic alternative source or substitute food product.
b. Domestic product is not available in the specified quantity or quality.
c. The cost difference of domestic product vs non-domestic is unreasonable.

**CIVIL RIGHTS AND NON-DISCRIMINATION COMPLIANCE**

It is the policy of WISD and/or CN purchasing cooperative 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 Agreement, 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), color, disability national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement 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 Agreement.

**CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321**

If Vendor will be subcontracting any work under this award, if successful, Vendor must agree to comply with Federal requirements stated on 2 CFR 200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

## CERTIFICATION OF COMPLIANCE WITH ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement WISD's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on WISD-owned or leased buildings, on WISD property and in WISD vehicles. The CONTRACTOR shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property.

**COMPETITION 200.319**

All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

Examples of situations that may restrict competition include, but are not limited to:

Placing unreasonable requirements on firms for them to qualify to do business;

Requiring unnecessary experience and excessive bonding;

Noncompetitive pricing practices between firms or between affiliated companies;

Noncompetitive contracts to consultants that are on retainer contracts;

Organizational conflicts of interest;

Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

Any arbitrary action in the procurement process.

The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

Are made in accordance with § 200.319(b);

Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

**CONTRACT COST AND PRICE 200.324**

The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

**FEDERAL AGENCY OR PASS-THROUGH ENTITY REVIEW 200.325**

The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;

The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

**PROCUREMENT METHODS 200.320**

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

**CERTIFICATION OF TEXASGOVERNMENT CODE, SECTION 231.006**

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

**CERTIFICATION OF TEXASGOVERNMENT CODE, SECTION 2271.001 (HB 89)**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**CERTIFICATION OF TEXAS GOVERNMENT CODE, SECTION 2252 (SB 252)**

Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:

Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract.

**CERTIFICATION OF TEXAS GOVERNMENT CODE, SECTIONS 809 and 2274 (SB 13)**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

**CERTIFICATION OF TEXAS GOVERNMENT CODE, SECTION 2274 (SB 19)**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**CERTIFICATION TEXASGOVERNMENT CODE, SECTIONS 2274 and 11**
PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL

INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with WISD: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

**CERTIFICATION OF TEXAS GOVERNMENT CODE 2273**
WISD may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2273.001

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

Common ownership, management, or control between the parties to the relationship.

A franchise granted by the person or entity to the affiliate; or

The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above

**CERTIFICATION OF TEXAS GOVERNMENT CODE 2252.151**
Sec. 2252.151. DEFINITIONS: In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2245. (4) "Governmental entity" has the meaning to be assigned by Section 2252.001. Sec 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a Governmental Entity first advertises or otherwise solicit bids, proposals, offers, or qualifications on or after the effective date of this Act.

My company does not do business with terrorist organizations.

**CERTIFICATION OF TEXAS GOVERNMENT CODE 2155.005**

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.

In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15.

In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., Ch. 41, Sec. 1, eff. Sept. 1, 1995.

**CERTIFICATON OF TEXAS GOVEMENT CODE 8350**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug- Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

**CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54**

As applicable, and as a condition for the award of any Federal contract at $250,000 or greater, Vendor certifies that Vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**FORM 1295 CERTIFICATE OF INTERESTED PARTIES**

School districts and/or Education Service Centers in the State of Texas are required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits a school district or purchasing cooperative acting on behalf of school districts in the State of Texas from entering a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 at the time the business entity submits the signed contract.

**CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS**

As applicable to federal funds contracts, all contractors must meet 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.

**PROHIBITED EMPLOYMENT ASSISTANCE**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

**WORKER'S COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more or the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be

given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

Proposer agrees they are aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the proposer must agree with the above certificate which must be filed with the awarding body prior to performing any work under this contract.)

**ADMINISTRATIVE, PROCUREMENT, AND E-RATE COMPLIANCE PROVISIONS**

- Procurement Rights and Reservation of Authority
  - Wylie ISD reserves the right, at its sole discretion, to award contracts in whole, in part, to multiple vendors, or not at all, based on the district's needs, available funding, and the requirements established in this solicitation.
  - Wylie ISD further reserves the right to reject any or all proposals, waive informalities or minor irregularities, request clarifications, and make award decisions it determines are in the best interest of the district and consistent with all applicable E-Rate and public procurement requirements.
  - In the event of conflict between this RFP and the district's state/local procurement laws, applicable law shall control.
  - Wylie ISD may, at its sole discretion, extend proposal deadlines, amend procurement schedules, or cancel this solicitation in whole or in part if deemed necessary or advantageous.

- Contract Formation and Financial Protections
  - Wylie ISD reserves the right to reevaluate the cost-effectiveness of contracted services throughout the contract term, consistent with contractual rights and E-Rate program requirements.
  - Vendors' proposed products that may be subject to price fluctuations due to tariffs, import restrictions, or other governmental actions must clearly disclose affected products and provide a defined methodology for controlling or limiting future price adjustments.

- Conflict of Interest and Competitive Integrity
  - By submitting a proposal, each Vendor certifies that no actual or potential conflict of interest exists that would compromise the fairness of this procurement or create an unfair competitive advantage.
  - Wylie ISD will conduct this procurement in a fair, open, and competitive manner consistent with FCC E-Rate rules. No vendor, including incumbents, shall receive preferential treatment or improper advantage.
  - Any proposal determined to involve collusion, undisclosed conflicts, or improper competitive influence will be disqualified.
- E-Rate Compliance Requirements
  - This procurement is subject to all applicable Federal Communications Commission (FCC), Universal Service Administrative Company (USAC), and E-Rate program rules.
  - All participating vendors must comply with all E-Rate requirements, including but not limited to:
    - Service Provider Identification Number (SPIN) eligibility
    - FCC Red Light Rule compliance
    - Lowest Corresponding Price requirements
    - Debarment and suspension certifications

        - Gift rule compliance
        - Eligible services compliance
        - SPI invoicing capability, if required
        - Record retention obligations
    - Failure to maintain E-Rate compliance may result in proposal disqualification or contract termination.

- Supply Chain Compliance Certification
    - By submitting a proposal, the Vendor certifies compliance with FCC Order 19-121 and all related federal supply chain security requirements.
    - Vendor further certifies that proposed equipment and services do not include any equipment, services, or components from entities identified on the FCC's Covered List, including but not limited to Huawei Technologies Company, ZTE Corporation, or any successor-designated covered entities.
    - The Vendor acknowledges that non-compliance may result in proposal disqualification, contract cancellation, or other remedies as permitted by law.

- Installation Completion Deadline
    - All products and services must be delivered and installed in accordance with applicable E-Rate service delivery deadlines unless officially extended by FCC or USAC.

**RECORD RETENTION / AUDIT REQUIREMENTS**

- Pursuant to 47 C.F.R. § 54.516, Vendors are required to adhere to the following obligations regarding document retention, records production, and audits.
- Vendors must retain all documents related to the delivery of discounted telecommunications and other supported services for a minimum of ten (10) years following the final day of service delivery. Additionally, any records that demonstrate compliance with statutory or regulatory requirements under the schools and libraries support mechanism must also be retained. Detailed guidelines on document retention can be found in the FCC's Fifth Report and Order (FCC 04-190).
- Upon request, the Vendor shall produce relevant records to any authorized representative, including auditors appointed by state education departments, the program Administrator, the Federal Communications Commission (FCC), or any local, state, or federal agency with jurisdiction over the matter.
- Vendors shall be subject to audits and investigations to verify compliance with all statutory and regulatory requirements applicable to the schools and libraries universal service support program. This includes compliance concerning the procurement, delivery, and usage of services and products.
- Vendors may protect confidential information except where disclosure is required by FCC, USAC, governmental auditors, or applicable law.
- Service Providers are responsible for ensuring that any subcontractors they engage also comply fully with the FCC's requirements related to document retention, records production, and audits.

**LOWEST CORRESPONDING PRICE**

- In accordance with 47 C.F.R. § 54.511, Vendors are prohibited from submitting bids or charging libraries prices that exceed the Lowest Corresponding Price (LCP) for supported services. Exceptions apply only if the Federal Communications Commission (FCC) for interstate services, or the relevant state commission for intrastate services, determines that the LCP is not compensatory. Additionally, promotional rates offered by a Service Provider for periods longer than 90 days must be factored into the comparable rates used to establish the LCP.

- All proposals submitted in response to this Form 470 must comply with the E-rate program requirement to offer the Lowest Corresponding Price (LCP). For further details, please refer to the official USAC guidance regarding Lowest Corresponding Price requirements.

**AGREEMENT PORTION**

The proposer confirms they have reviewed and understand all regulations and requirements outlined in this document. By completing the signature panel, the proposer certifies agreement with all that is set forth in this document.

| Company Name | Date Completed |
|---|---|

Company Address: Street, City State Zip

| Authorized Rep: Printed Name | Authorized Rep: Signature (digital accepted) |
|---|---|