12440 Rojas Dr. El Paso, TX 79928-5200
Phone: 915-937-0000 Fax: 915-851-0170 www.sisd.net

CONTRACT PROVISIONS
VENDOR CERTIFICATION FORM
(EDGAR 2 CFR Part 200 & Appendix II / United States Department of Agriculture (USDA)/Texas Department of Agriculture (TDA))

Socorro ISD seeks to procure goods and services using funds under a federal grant or contract and/or School Nutrition Program Funds (USDA), 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 Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific purchases using federal grant funds.

For each of the following items listed below, Vendor must certify this Vendor Certification Form and ability to comply, by having an authorized representative of their organization, check and initial where applicable. Form must be signed and acknowledge for consideration. Failure to complete any item on this form will result as a "NO, I do NOT agree to the above" and/or non-consideration for the solicitation on hand.

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1. Vendor Violation or Breach of Contract Terms

Contracts for more than the Simplified Acquisition Threshold (SAT) as established and adjusted by the Federal Acquisition Regulation (FAR), 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.

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.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms):

☐ **YES, I agree to the above.** (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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2. Termination for Cause or Convenience

For contracts in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

Socorro ISD may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing ten (10) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, Socorro ISD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If Socorro ISD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

Vendor Certification, Item 2 (Termination for Cause or Convenience):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

3. 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies if it 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.

Vendor Certification, Item 3 (Equal Employment Opportunity):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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4. Davis-Bacon Act

When required by Federal program legislation, Vendor agrees that, all 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 determinate 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 https://sam.gov/content/wage-determinations 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.

Vendor Certification, Item 4 (Davis-Bacon Act):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

5. Contract Work Hours and Safety Standards Act

Where applicable, 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 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 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 transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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6. Right to Inventions Made Under a Contract or Agreement

If the Socorro ISD'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 firm or nonprofit organization regarding the substitution of parties, assignment 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 requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

7. 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.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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8. 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 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.

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 Socorro ISD 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.

Vendor Certification, Item 8 (Debarment and Suspension):

☐ **YES, I agree / certify to the above**. (Initial:_____)

☐ **NO, I do NOT agree / certify to the above.** (Initial:_____)

9. 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 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 USC 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.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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10. Procurement of Recovered Materials

For 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 a require to confirm estimates and otherwise comply. 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.

Vendor Certification, Item 10 (Procurement of Recovered Materials):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of $250,000, Socorro ISD may be required to negotiate profit as a separate element of the price. *See*, 2 CFR 200.324(b). When required, Vendor agrees to provide information and negotiate with Socorro ISD profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor shall not exceed the awarded pricing, including any applicable discount, under Vendor's Contract and/or Award.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

12. Record Retention Requirements for Contracts Involving Federal Funds

When federal funds are expended by Socorro ISD 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 and all applicable federal and state requirements. The Vendor further certifies that Vendor 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.

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Vendor Certification, Item 12 (Record Retention Requirements for Contract Involving Federal Funds):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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13. Record Retention Requirements for Contracts Involving School Nutrition Program (SNP) Funds

When school nutrition program funds are expended by the District pursuant to this solicitation, Vendor certifies that it will comply with the record retention requirements per United States Department of Agriculture (USDA)/Texas Department of Agriculture (TDA). Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to the District and federal or state reviewers. (*See TDA Administrator's Reference Manual Section 17).*

Vendor Certification, Item 13 (Record Retention Requirements for Contract Involving SNP Funds):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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14. Energy Policy and Conservation Act

When Socorro ISD 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Vendor Certification, Item 14 (Energy Policy and Conservation Act):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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15. 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.

Vendor Certification, Item 15 (Buy America Provisions):

☐ **YES, I agree to the above**. (Initial:_____)

☐ **NO, I do NOT agree to the above.** (Initial:_____)

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16. Buy American Provision (food)

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" is defined as 51% or more of the final processed product consists of agricultural commodities grown domestically. District requires that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us. Invoices must state that all food products will meet the Buy American provisions. Failure to comply with these requirements may be means for non-award/contract termination. Documentation demonstrating product meets the Buy American Provision must be provided to the District.

Vendor must notify the District if a delivery contains non-domestic products, so the District can review for approval as an exception to the Buy American provision. Please acknowledge this requirement.

Vendor Certification, Item 16 (Buy American Provision):

☐ **YES, I certify the above**. (Initial:_____)

☐ **NO, I do NOT certify the above.** (Initial:_____)

☐ **N/A, Not a food product.** (Initial:_____)

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17. Prohibition on certain telecommunications and video surveillance services or equipment (CFR Section 200.216).

(a) District is prohibited from obligating or expending funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) 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

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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 other 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.

Vendor certifies vendor will not provide equipment/services as stated from the entities listed or any subsidiary or affiliate of such entities.

Vendor Certification, Item 17:

☐ **YES, I agree / certify to the above**. (Initial:_____)

☐ **NO, I do NOT agree / certify to the above.** (Initial:_____)

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.

_____
Company Name

Lit and Dark Fiber WAN Services, RFP No. E2717
Proposal Name(s) and Proposal Number(s)

_____
Address, City, State, and Zip Code

_____
Phone Number

_____
Signature of Authorized Company Official

_____
Printed Name

_____
Date

_____
E-mail address