

**Boerne ISD Vendor Application**

This Vendor Application is intended for use in identifying vendors interested in participating in bids and requests for proposals (RFP) published by Boerne ISD for various goods & services. Submittal of this application is for the convenience of the Purchasing Office and does not imply or guarantee to the submitter the receipt of any invitation to bid or RFP released. Proposal/bidding opportunities will be advertised in the Boerne Star newspaper & on the Boerne ISD website on the Purchasing Office page. **Vendors must subscribe to E-mail Bid Registration on the BISD Website at** [**www.boerneisd.net,**](http://www.boerneisd.net/) **under Departments link to the Purchasing Office. All attached forms must be submitted or application is not valid.** Please do not send non- form pages. Vendor is responsible for checking the newspaper & website notices.

Company Name:

Order Address:

City State Zip

Phone #: Fax #:

**E-mail address:**

**Website address:**

Contact Person: Title

(Signature) (Date)

Vendor has been awarded a contract under the following coop(s):

1GPA\_\_\_\_\_ Allied States(ESC 19)\_\_\_\_\_ Buyboard(TASB)\_\_\_\_\_ DIR\_\_\_\_\_ HCDE/CP\_\_\_\_\_ HGAC\_\_\_\_\_ NCPA\_\_\_\_\_ OMNIA\_\_\_\_\_ PACE(ESC 20)\_\_\_\_\_ TEXBUY(ESC 16)\_\_\_\_\_ TIPS(ESC 8)\_\_\_\_\_ TXMAS\_\_\_\_\_ TEXAS 20(ESC 20)\_\_\_\_\_

List contract number and contract expiration date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Boerne I.S.D. Commodity List**

***Please indicate all commodity areas that apply to your firm***

Athletic/PE Supplies Music Supplies

Automotive Supplies Music Instruments

Construction Supplies & Materials Office Furniture

Custodial Supplies \_ Office Supplies

Consumable Paper Goods \_ Printing

\_ Electrical Supplies \_ Tires

Food & General Supplies \_ T-Shirt Printing

Household Goods Vehicle Fuel

Instructional Supplies Fresh Produce

Landscaping Materials Other

Furniture

Technology equipment or services

Updated 7/31/24



**PURCHASING PROCEDURES**

1. **Vendor Qualifications**

The Purchasing Office shall verify product and service quality, company performance, insurance and warranty standards**.** On-campus solicitations are not allowed. Promotional materials and catalogs must be distributed via the Purchasing Office.

1. **Purchase Orders**

All purchases shall be executed by a Boerne I.S.D. purchase order, signed by the proper authorities and shall conform to the terms of that contract. **No unauthorized changes may be made to a Purchase Order after issuance. Backorders are not allowed**. ***Orders placed without an authorized Boerne ISD PO are not the financial responsibility of the district. Purchase Order number must be included on all invoices, packing slips & other correspondence.***

1. **Invoicing**

Original invoices should be addressed to Boerne I.S.D., Attn: Accounts Payable, 235 Johns Rd., Boerne, TX 78006, **having the authorizing purchase order noted on it. Invoices sent to any other location run the risk of delayed payment. Invoices may be emailed to:** [**accounts.payable@boerneisd.net**](mailto:accounts.payable@boerneisd.net)

1. **Statements**

When used, a monthly statement should be sent to Boerne I.S.D., Attn: Accounts Payable, 235 Johns Rd., Boerne, TX 78006. Payments will only be made from original invoices, however.

1. **Payment**

Payment of a satisfactorily completed purchase order having an accompanying, original, authorized invoice, may be expected within thirty (30) days. Checks will be mailed via US Postal service once per week after the checks have been issued. Checks will not be held for pick-up, hand-carried to the vendor, or issued outside of the scheduled check run.

1. **Pricing and Freight**

Goods or services purchased by Boerne I.S.D. purchase order shall be considered delivered and freight prepaid unless especially noted on the bid, contract, or purchase order. Changes of prices are not allowed without written authorization from the purchasing authority.

1. **Warranty**

When goods or services sold in Boerne I.S.D. have no written warranty statement or disclaimer or warranty presented to the purchasing authority, a one year parts and labor warranty will be assumed to be a part of the contract of purchase.



If your company provides SERVICES (not product, or in addition to product) please complete this form and submit with your vendor application. In order to assist the BISD in determining your professional status as an Independent Contractor, please provide the following information:

Name: Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Indicate the type of work you would like to perform: \_Consultant \_\_\_\_ Presenter

\_Therapist \_Other (explain: )

1. Under what name are you doing business:
2. Indicate your business type: \_\_\_\_\_\_\_Sole Proprietor Partnership

\_\_Corporation \_\_\_Other: (explain )

1. Please list below the entities for which you currently provide the services indicated above and received a Form 1099-Misc for your compensation (in order to qualify as an Independent Contractor you must maintain other business relationships aside from BISD):

Entity Name Type of Work Performed

1. Will you be using any supplies or equipment owned by the BISD in the course of your work? If so, please list the supplies or equipment:
2. Have you ever been employed by BISD? If so, what was your job?

Signature Date

Please return this form to: Boerne ISD Purchasing Dept.

Eddie Ashley

235 Johns Rd.

Boerne TX 78006

Email: [eddie.ashley@boerneisd.net](mailto:eddie.ashley@boerneisd.net)

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Description automatically generatedBoerne Independent School District 235 Johns Rd.**

**Boerne, Texas 78006**

**Automated Clearing House Agreement (ACH)**

(PAYMENT BY ACH)

**Boerne ISD is now offering payment by ACH direct deposit to all vendors to increase efficiency and improve the quality of services**. Payments by ACH are deposited directly into your bank account. Please complete the form below and return to the Business Office by mail to address above, Attention: Purchasing or email to [purchasing@boerneisd.net.](mailto:purchasing@boerneisd.net)

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Original Request: |  |  | Change Request: |  |  | Termination Request: |  |  |  |  |
|  |  |  |  |  |  |  |

**Section 1- Vendor Information**

|  |
| --- |
| Vendor Name: |
| Address: |
| City/State/Zip: Phone: |
| Last 4 digits of EIN or SSN (to verify vendor identification): |
| **Email Address for Notification of Deposit (required):** |

**Section 2 – Bank Account Information (contact bank ACH department for correct routing number)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Financial Institution Name: | | | | | | |
| Financial Institution Address: | | | | | | |
| Routing Number for ACH: | | | | | | |
| Vendor’s Bank Account Number: | | | | | | |
| Type of Account: Checking: |  |  | Savings: |  |  |  |
|  |  |  |  |

**Section 3 – Authorization**

\_\_\_\_

\_\_\_\_

|  |
| --- |
| I authorize Boerne ISD to credit my account with the above-named financial institution. If the district should erroneously deposit funds into my account, upon notification by the district I will authorize the necessary debit entries to correct the error, not to exceed the amount deposited in error. |
| This authorization will remain in effect until the district has received written notification to terminate. A new authorization form must be completed if the above-name bank account is closed, or if vendor wished to designate a new back account to received funds. Failure to notify Boerne ISD of a closed account will cause a delay in receiving payments. |
| **Print Name: Title:** |
| **Signature: Date**: |

**To ensure accuracy, please attach a voided check for the above account. If a voided check is not attached, it is the responsibility of the vendor to ensure information is accurate. Incorrect information may delay receipt of funds.**

**Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of 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”.

**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.

Vendor’s Name:

Authorized Company Official’s Name (Printed):

Check one of the following and sign as appropriate.

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

My firm is not owned or operated by anyone who has been convicted of a felony.

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

Name of Felon(s):

Details of Conviction(s):

**Signature of Company Official**:

**Date**:

**VENDOR DEBARMENT STATEMENT**

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with School districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

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Name of Company (Please Type/Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address City State Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name (Please Type/Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Fax Number Date

**TX SENATE BILL 19 – CHAPTER 2274 VERIFICATION**

Pursuant to Section 2274.001, Texas Government Code: Effective September 1, 2021, contracts with companies who discriminate against firearm and ammunition industries is prohibited.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned representative of

(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, SB 19, Chapter 2274, Section 2274.001, certify that the company named does not discriminate against firearm and ammunition industries. If at any time the company named above discriminates against firearm and ammunition industries, I will immediately notify the Boerne Independent School District’s Purchasing Department.

**TX SENATE BILL 13- SECTION 2274.002 VERIFICATION**

Pursuant to Section 2274.002, Texas Government Code: Effective September 1, 2021, contracts with companies who boycott energy companies.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned representative of

(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, SB 13, Chapter 2274, Section 2274.002, certify that the company named does not boycott energy companies and will not boycott energy companies during the term of the contract. If at any time the company named above boycotts and energy company, I will immediately notify the Boerne Independent School District’s Purchasing Department.

**HOUSE BILL 89 – SECTION 2270.001 VERIFICATION**

Pursuant to Section 2270.001, Texas Government Code:

1. “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
2. “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.

I, , the undersigned representative of (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract the above-named company, business or individual with Boerne Independent School District.

**SENATE BILL 252 – CHAPTER 2252 VERIFICATION**

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is 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. 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 and services to a foreign terrorist organization.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned representative of

(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Boerne Independent School District’s Purchasing Department.

Printed Name Title

Signature Date

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential competitor:
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

**LEGAL COMPLIANCE**

It is the proposing company’s duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to Boerne ISD?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Signature below certifies accuracy of answers to all sections on this page.**

Authorized Signature Printed Name

Company Name and Address

Telephone Number Date

**Instructions - Form 1295**

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apple:

1. “Interested Party” means a person:
   1. Who has a controlling interest in a business entity with whom a governmental entity contracts: or
   2. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a Broker/Agent, intermediary, adviser, or attorney for the business entity.
2. “Intermediary” means “a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
   1. Receives compensation from the business entity for the person’s participation;
   2. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
   3. Is not an employee of the business entity
3. “Business Entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. “Business entity” includes a for‐profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. “Contract” includes an amended, extended, or renewed contract.
5. “Controlling Interest” means:
   1. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   2. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
   3. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.”

**A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission’s online filing application, which can be found at:**

[https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting School district**.

Again, inter‐local contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of “business entity”. Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the Boerne Independent School District.

Table

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**EDGAR CERTIFICATIONS**

**FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

***(NON-CONSTRUCTION CONTRACTS)***

The EDGAR Certifications (“Certification”) is made a part of a contract (“Contract”) between the Boerne Independent School District (“Boerne ISD” or “District”) and the vendor (“Vendor”), where such contract and Vendor are referenced on the last page of these certifications. The following certifications and provisions are required and apply when Boerne ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of these Certifications and the terms of the underlying Contract, the terms of these Certifications shall prevail.**

**I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

**APPENDIX II TO 2 CFR PART 200\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(A) 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.**

Pursuant to Federal Rule (A) above, when Boerne ISD expends federal funds, Boerne ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

**1. Termination for Cause:** Pursuant to Federal Rule (B) above, when Boerne ISD expends federal funds, Boerne ISD reserves the right to immediately terminate any contract 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.

**2. Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Boerne ISD under the Contract for years subsequent to the current budget year may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”), allocation of funds by the Board of Trustees (the “Board”), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award (“NOGA”). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

**3. Termination for Convenience:** Boerne ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Boerne ISD believes in its sole discretion that it is in the best interest of Boerne ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Boerne ISD shall compensate Vendor for any work performed and accepted and goods delivered and accepted by Boerne ISD as of the termination date. Any award under this procurement process is not exclusive and Boerne ISD reserves the right to purchase goods and/or services from other vendors when it is in Boerne ISD’s best interest.

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

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**(D) 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).**

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

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**(E) 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 (H) above, when federal funds are expended by Boerne ISD, Vendor certifies that during the term of an award for all contracts by Boerne ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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**(F) 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 (I) above, when federal funds are expended by Boerne ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Boerne ISD 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 and disclose accordingly.

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**(G) Procurement of Recovered Materials —** Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. 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.

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

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

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

When Boerne 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).

Initials of Authorized Representative of Vendor

**IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of Boerne ISD 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 Contract, 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), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract 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 Contract.

Initials of Authorized Representative of Vendor

V. **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Boerne ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Initials of Authorized Representative of Vendor

**VI. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the District’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.

Initials of Authorized Representative of Vendor

**VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Boerne ISD shall be bound by the foregoing terms and conditions.

Initials of Authorized Representative of Vendor

**BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor’s Business Name:

Address, City, State, and Zip Code (Principal place of business):

Printed Name of Authorized Representative:

Title of Authorized Representative:

Phone Number: Email Address:

Signature of Authorized Representative:

Date: