



Somerset Academies of
Texas Business Office
4802 Vance Jackson Road
San Antonio, Texas 78230

Rev. 9/12/2023

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

CONTACT INFORMATION:

Vendor Name: _____

Date: _____

CONFIRM ITEMS ARE COMPLETE AND ACCURATE:

- EDGAR CERTIFICATIONS FORM
CIQ FORM / CONFLICT OF INTEREST QUESTIONNAIRE
W-9 FORM / REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Superintendent, Principal, Director Requesting Service Date

Director of Curriculum Instruction & Assessment Date

Regional Federal/PEIMS Director Date

Director for Procurement Services Date

FIRST PAGE TO BE COMPLETED BY BROOKS ACADEMIES OF TEXAS STAFF ONLY

BUSINESS OFFICE USE ONLY:
Date Received: _____ Received By: _____
DEBARMENT AND SUSPENSION (VERIFY ON SAM.GOV)



**Somerset Academies of
Texas Business Office
4802 Vance Jackson Road
San Antonio, Texas 78230**

Rev. 5/22/2021

**EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

TO WHOM IT MAY CONCERN:

Brooks Academies of Texas is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the latest Education Department Administrative Guidelines (EDGAR). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return it to Brooks Academies of Texas along with your proposal.

The following certifications and provisions are required and comply when Brooks Academies of Texas expends federal funds for any contract resulting from this procurement process. Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold, 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 Brooks Academies of Texas expends federal funds, Brooks Academies of Texas 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.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Brooks Academies of Texas expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([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 (D) above, when Brooks Academies of Texas expends federal funds during the term of an award for all contracts and subgrants for construction repair, Vendor will be in compliance with applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity more than \$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 (E) above, when Brooks Academies of Texas 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 Brooks Academies of Texas resulting from this procurement process.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

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

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

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Brooks Academies of Texas, the vendor certifies that during the term of an award for all contracts by Brooks Academies of Texas resulting from this procurement process, the 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.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Brooks Academies of Texas, the vendor certifies that during the term and after the awarded term of an award for all contracts by Brooks Academies of Texas 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.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(J) 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.

Pursuant to Federal Rule (J) above, when federal funds are expended by Brooks Academies of Texas, the vendor certifies that during the term of an award for all contracts by Brooks Academies of Texas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as reference in Federal Rule (J) above.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant 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 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.

(b) 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.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

Pursuant to Federal Rule (K) above, when federal funds are expended by Brooks Academies of Texas, the vendor certifies that during the term of an award for all contracts by Brooks Academies of Texas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as reference in Federal Rule (K) above.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

(L) § 200.322 Domestic preferences for procurements.

(a) 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 Federal Rule (L) above, when federal funds are expended by Brooks Academies of Texas, the vendor certifies that during the term of an award for all contracts by Brooks Academies of Texas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as reference in Federal Rule (L) above.

Does Vendor agree? YES _____ *Initials of Authorized Representative of Vendor*

STATE OF TEXAS REQUIRED CONTRACT CONFIRMATIONS

ANTITRUST AFFIRMATION

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Respondent.

ASSIGNMENT

Vendor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from Brooks Academies of Texas. Any attempted assignment in violation of this provision is void and without effect.

EXCEPTION: *Clause only applies to solicitations and contracts for services.*

BUY TEXAS AFFIRMATION

In accordance with Section 2155.4441 of the Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state, to the extent applicable.

CHILD SUPPORT OBLIGATION AFFIRMATION

Under Section 231.006(d) of the Texas Family Code, regarding child support, Vendor certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

CONTRACTING INFORMATION RESPONSIBILITIES

In accordance with Section 552.372 of the Texas Government Code, Vendor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to Brooks Academies of Texas for the duration of the contract, (2) promptly provide to Brooks Academies of Texas any contracting information related to the contract that is in the custody or possession of the Vendor on request of Brooks Academies of Texas, and (3) on termination or expiration of the contract, either provide at no cost to Brooks Academies of Texas all contracting information related to the contract that is in the custody or possession of the Vendor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Brooks Academies of Texas. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

ENTITIES THAT BOYCOTT ISRAEL

If Vendor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Vendor certifies that Vendor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Vendor does not make that certification, Vendor must indicate that in its Response and state why the certification is not required.

E-VERIFY PROGRAM

Vendor certifies that for contracts for services, Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: 1. all persons employed by Vendor to perform duties within Texas; and 2. all persons, including subcontractors, assigned by Vendor to perform work pursuant the contract within the United States of America.

EXCLUDED PARTIES

Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

EXCEPTION: *Clause applies as long as Executive Order No. 13224 is in effect.*

FALSE STATEMENTS

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION

Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: *Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

ENERGY COMPANY BOYCOTTS

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

EXCEPTIONS: *Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.*

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must so indicate in its Response and state why the verification is not required.

APPLICABILITY: *This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.*

FOREIGN TERRORIST ORGANIZATIONS

Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

FORMER DISTRICT EMPLOYEES

Vendor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of Brooks Academies of Texas during the twelve (12) month period immediately prior to the date of execution of the contract.

EXCEPTION: *Clause only applies to solicitations and contracts that are employment contracts or professional services and consulting services contracts under Chapter 2254 of the Texas Government Code, if appropriated money will be used to make payments under the contract. Section 2252.901(a) of the Texas Government Code provides a narrow exception to the prohibition with regards to the professional services contracts.*

NO CONFLICTS OF INTEREST

Vendor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

SIGNATURE AUTHORITY

By submitting the Response, Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Response.

Does Vendor agree to the above-mentioned State of Texas Required Confirmations, to the extent applicable?

YES _____ *Initials of Authorized Representative of Vendor*

CERTIFICATION:

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein. Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc., as specifically noted above.

Corporate/Company Name: _____

Name: (Authorized Official) _____

Authorized Signature: _____

Title: _____

Date: _____

VENDOR POINT OF CONTACT INFORMATION:

Name: (Authorized Official) _____

Phone Number: _____

Address: (City/State/Zip) _____

Email Address: _____