

FORM 5.5. – FEDERAL VENDOR CERTIFICATION FORM

For each of the items below, Vendor shall certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative initial the applicable term and condition.

NON-COLLUSION CERTIFICATION

The vendor certifies that the submission to this solicitation has been independently arrived at without collusion with any other vendor or with any other competitor; has not knowingly disclosed and will not be knowingly disclosed, to any other vendor or competitor or potential competitor, prior to the opening of submission for this project; no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a submission to this solicitation. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and that the penalties herein are applicable to the vendor as well as to any other person signing in their behalf.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As required by Texas Family Code §231.006 as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., Ch. 751), all vendors must complete and submit with the solicitation response the following affidavit:

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: 1) all arrearages have been paid; 2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or 3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with Texas Family Code §231.006, the names and social security numbers of the individual identified in the quote, bid, proposal or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

_____ Name	_____ Social Security Number
_____ Name	_____ Social Security Number

Pursuant to Texas Family Code §231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

 Initials of Authorized Vendor Representative

CERTAIN DEBTS OR DELINQUENCIES CERTIFICATION

As required by Texas Government Code §2252.903 Contracting with Persons who have Certain Debts or Delinquencies, vendor's authorized agent certifies that it is not currently delinquent in payment of any student loan, child support obligation, or tax, to include franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax.

Please indicate your status:

_____ The corporation or person is neither in debt nor delinquent in payment of any of the above and is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

_____ The corporation or person is subject to Texas franchise tax and is neither in debt nor delinquent in payment of any of the above. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that there is delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that the corporation or person is in debt or delinquent in payment of either a student loan, child support, or tax obligation owed to this state (other than Texas franchise tax).

_____ Initials of Authorized Vendor Representative

COMPLIANCE WITH ANTITRUST LAWS (TEXAS GOVERNMENT CODE §2155.005)

- a. I affirm under penalty of perjury of the laws of the State of Texas that:
- b. 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;
- c. In connection with this solicitation, neither I nor any representatives of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, laws codified in Texas Business & Commerce Code Chapter 15;
- d. In connection with this solicitation, neither I nor any representative of the Company have violated any federal antitrust law; and
- e. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this solicitation 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.

_____ Initials of Authorized Vendor Representative

CERTIFICATION REGARDING BOYCOTTING ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant Texas Government Code, Chapter 2271, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year of the City, the following certification shall apply; otherwise, this certification is not required. As required by Texas Government Code §552.374(b), the following statement is included in the solicitation and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement; (2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the City; and (3) on completion of the Agreement, either (a) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code, Chapter 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Texas Government Code §809.001(1).

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST
FIREARM AND AMMUNITION INDUSTRIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Texas Government Code § 2274.003 of SB 19 (87th leg.); and (e) the City has determined that Vendor is not a sole source provider or the City has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Texas Government Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Texas Government Code § 2274.001(3) of SB 19.

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN
CONNECTION WITH CRITICAL INFRASTRUCTURE**

The City is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the City for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Texas Government Code § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled,

or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

 Initials of Authorized Vendor Representative

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

The following provisions are required and apply when federal funds are expended by the City for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order (PO), the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the City and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

a. Vendor Violation or Breach of Contract Terms for Contracts Exceeding Simplified Acquisition Threshold

Contracts for more than the Simplified Acquisition Threshold (2 CFR §200.320) 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. The City 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.

 Initials of Authorized Vendor Representative

b. Termination for Cause or Convenience for Contracts Exceeding \$10,000

The City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from the 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; 3) otherwise perform in accordance with the contract and/or procurement solicitation; or 4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarded agency or the City. The City also reserves the right to terminate the contract immediately, for convenience, if the City believes, in its sole discretion, that it is in the best interest of the City to do so. The vendor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. If the City terminates the contract for any reason, written notice of termination will be provided to Vendor. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

 Initials of Authorized Vendor Representative

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 shall be deemed to 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."

When federal funds are expended by the City on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

 Initials of Authorized Vendor Representative

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, Vendor shall comply 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, Vendor is 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, Vendor shall pay wages not less than once a week.

The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor agrees that for any purchase to which this requirement applies, the award is conditioned upon Vendor's acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor further agrees that it shall comply 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.

Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

 Initials of Authorized Vendor Representative

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, 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 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.

Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

 Initials of Authorized Vendor Representative

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, and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

 Initials of Authorized Vendor Representative

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.

Where applicable, all contracts awarded by the City in excess of \$150,000, Vendor agrees 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).

Vendor agrees to comply with all applicable requirements referenced above.

 Initials of Authorized Vendor Representative

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 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 during the term of an award for all contracts by the City resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the City if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The City may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the City knows the certification is erroneous.

 Initials of Authorized Vendor Representative

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 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 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.

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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Initials of Authorized Vendor Representative

j. Procurement of Recovered Materials

The City 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 1) 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; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The City and its contractors will, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the single-use plastic products. See Executive Order 14057, section 101, Policy.

Vendor certifies that 1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and 2) vendor will ensure compliance with all of the aforementioned requirements.

 Initials of Authorized Vendor Representative

k. Required Affirmative Steps for Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds

Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourages participation by these business types; and 5) utilizing organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY
2 CFR 200.215

When federal funds are expended by the City for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the City will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The City has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES
2 CFR 200.216**

The City, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include 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 telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) 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); (3) telecommunications or video surveillance 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, reasonable believes to be an entity owned or controlled by, or otherwise connect to, the government of a covered foreign country. For the purposes of 2 CFR § 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS
2 CFR 200.217**

Vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 USC 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grand. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 USC 4712. See statutory requirements for whistleblower protections at 10 USC 4701, 41 USC 4712, 41 USC 4304, and 10 USC 4310.

 Initials of Authorized Vendor Representative

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS
PAID FOR WITH FEDERAL FUNDS – 2 CFR 200.334**

The vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334, including, without limitation, financial records, supporting documentation and statistical records, 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.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

When federal funds are expended by the City for any contract resulting from this procurement process in excess of \$100,000, vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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).

 Initials of Authorized Vendor Representative

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

The City does not 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 nondiscrimination 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 Vendor Representative

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 CFR 200.318

The vendor certifies that the vendor will be in compliance with mandatory regulation, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 USC 201, Chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND
COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 CFR 200.322(A) AND (B)**

To the greatest extent practicable and consistent with law, the City has 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) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this Federal award. 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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“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.

“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.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND
COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 CFR 200.322(c)**

2 CFR 200.322(c) requires federal agencies providing Federal assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR Part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act (BABA), when the City is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. “Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports, water systems, including drinking water and wastewater system; electrical transmission facilities and system; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance including, but not expressly limited to: the U.S. Department of Health and Human Services and U.S. Environmental Protection Agency (collectively, the “Buy America Preference Requirements”).

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to the City and/or awarding Federal agency.

 Initials of Authorized Vendor Representative

CERTIFICATION OF ACCESS TO RECORDS – 2 CFR 200.337

Vendor agrees that the City, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this contract, or the federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

 Initials of Authorized Vendor Representative

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

 Initials of Authorized Vendor Representative

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

Company Name _____

Address _____

Phone _____ Email Address _____

Printed Name and Title of

Authorized Representative _____

Signature of Authorized Representative _____

Date _____

Rev. 3/2026