

Region One Education Service Center
PURCHASE ORDER TERMS AND CONDITIONS

www.esc1.net/Purchasing

1. **REGION ONE EDUCATION SERVICE CENTER ("ROESC")** – Part of a state-wide system of twenty (20) regional education service centers created in 1965 by the 59th Texas Legislature to assist school districts across the State. The role of the education service center is to work alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: to assist school districts in improving student performance; enable school districts to operate more efficiently and economically; implement initiatives assigned by the Texas Legislature or the Texas Education Agency Commissioner.
2. **ACCEPTANCE** – This Purchase Order ("PO") constitutes a binding contract between the Vendor and Region One Education Service Center ("ROESC"), to furnish the goods and/or services specified on the face of the PO. Acceptance of the Vendor's goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the Vendor's documentation or agreements.
 - a. Under no circumstances is the amount of this PO to be exceeded without prior approval of the Finance Administrator or designee.
 - b. No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specifications of any PO, contract, or service agreement will be recognized without the prior written authorization of the Finance Administrator or designee.
 - c. ROESC's PO number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
 - d. Address all communication (excluding invoices) concerning this PO to the Purchasing Department, at the address on the front of the PO, or by email at purchasing@esc1.net.
3. **AGREEMENT** – This PO and the terms and conditions specified in the procurement solicitation ("RFP") and any contract entered between ROESC and Vendor as a consequence of the RFP represent the basis for the Vendor to deliver the required goods and/or services. This PO, the RFP, and any contract entered between ROESC and Vendor as a consequence of the RFP supersede all prior offers, negotiations, Vendor proposal terms, exceptions and understandings, whether oral or in writing. In the event of a conflict among this PO, the RFP, or the contract, the contract shall control. In the event of a conflict among this PO and the RFP, the RFP shall control.
4. **VALIDATION** – This is a valid PO only when the following two conditions have been met: (a) A PO number appears in the space provided; and (b) a written or stamped signature of ROESC's Deputy Director for Business, Operations, and Finance Support or designee appears in the space provided.
5. **PRICES** – ROESC accepts Vendor's price(s) as recorded on Vendor's procurement solicitation and on this PO but reserves the right to cancel the PO if the prices are to be increased prior to the delivery of goods or the completion of services. The price(s) specified on the face of the PO shall remain firm until ROESC has processed the Vendor's invoice, or until the goods and/or services have been accepted by ROESC, whichever is later. Vendor is directed not to fill this PO at increased prices without authorization from the Finance Administrator or designee. No separate charges, except those clearly recorded on Vendor's procurement solicitation and on this PO can or will be allowed.
6. **TAX EXEMPT** – ROESC is tax-exempt. Vendor shall not include taxes on the invoice. ROESC's Tax Identification Number is 1-74-1588186.
7. **WARRANTY, GUARANTEE, LAWS AND REGULATIONS** – In addition to the guarantees and warranties provided by law, by accepting this PO, Vendor hereby expressly guarantees, warrants, and represents that:
 - a. All goods and/or services furnished are new (i.e., previously unused and in their original packaging and have not been reconditioned, repackaged, returned, remanufactured, refurbished, or damaged), free from all defects in material and workmanship, meet and conform to all applicable specifications and requirements, and be suitable for ordinary, intended purpose(s) as well as any special purposes specified by ROESC, for a period on one (1) year from the date of acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. Neither acceptance of, nor payment of, said goods and services shall constitute a waiver or modification of any of the warranties of Vendor, or the rights of ROESC;
 - b. All services performed by Vendor or its subcontractors and all material used on ROESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to ROESC;
 - c. The goods to be delivered hereunder will not infringe on any valid intellectual property rights, including any patent, trademark, trade name, or copyright, and that Vendor will, at Vendor's expense, defend any and all actions or suits charging such infringement and will save ROESC, its agents and employees, harmless in case of any such action or suit;
 - d. The goods shall be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws and regulations; and
 - e. Nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of ROESC.
8. **GOVERNING LAW** – The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this PO. The exclusive jurisdiction for any dispute under this PO is the State and Federal courts located in Hidalgo County, Texas.
9. **APPROPRIATED FUNDS** – Renewal of this PO or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this PO or obligation imposed on ROESC by this PO, ROESC shall have the right to terminate this PO without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of ROESC if it is determined by ROESC, in ROESC's sole discretion, that there are insufficient funds to extend this PO. The parties agree that this PO is a commitment of ROESC's current revenue only.
10. **INSPECTION** – Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after ROESC's first use of the goods and/or services, ROESC reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by the Vendor, to ensure that they comply with this PO, the procurement solicitation, and/or any contract entered into between ROESC and Vendor as a consequence of this procurement solicitation. The right shall exist even if payment has already been made by ROESC to the Vendor. Goods or services which, in the sole opinion of ROESC, fail to conform to the required specification(s) or standard(s) may be considered non-conforming.
11. **NON-CONFORMANCE** – Vendor assumes all liability for delivering goods that do not meet the specification(s) and standard(s) specified on the face of the PO. Any non-conforming goods and/or services which are delivered to ROESC are accepted under a "reservation of ROESC's rights" to contest, dispute, request offsets, reject, or return the non-conforming goods and/or services, in whole or in part. Any tender of goods or performance of services by Vendor which are non-conforming as to the quality, quantity, or the delivery schedule shall constitute a breach of this PO and ROESC shall have the absolute right to reject the goods and/or services, in whole or in part. In the event that ROESC does not accept any goods and/or services which have been submitted to ROESC, ROESC is entitled to any and all remedies that are provided by law. In addition, to the U.C.C. allowed contract by contract right of set off, ROESC is entitled to a "party by party" right of set off. ROESC is not required to mitigate its damages in order to obtain the relief for any breach of contract remedies available to it. In addition, ROESC has the right to do any or all of the following, in ROESC's sole discretion:
 - a. To hold the non-conforming goods and/or services for a reasonable period at the Vendor's risk and expense pending a determination to accept or reject any or all thereof;
 - b. To return the non-conforming goods and/or services to the Vendor at ROESC's election and at the Vendor's risk and expense for replacement or correction, in which case Vendor shall use best efforts to replace any non-conforming goods and/or services at the Vendor's risk and expense;
 - c. To accept the non-conforming goods and/or services subject to an equitable price reduction;
 - d. To replace or correct the non-conforming goods and/or services and charge to Vendor the cost occasioned to ROESC thereby;
 - e. To recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by ROESC as a result of the holding, return, replacement, correction, reductions, or rejections of non-conforming goods and/or services; and/or
 - f. To terminate the PO and/or any contract entered into between ROESC and Vendor.
12. **DELIVERY** –
 - a. All deliveries shall be to the site(s) specified on the PO, be freight paid, Free On Board (F.O.B.) Destination (Edinburg, TX), Full Freight Allowed, and pricing shall include shipping, handling, freight, and/or delivery charges. "Dock Side" deliveries and/or deliveries requiring buyer unloading, except if specifically stated on the PO, will be refused.
 - b. The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth in the PO is the essence of this PO. If, at any time, Vendor believes it may be unable to comply with the delivery or completion of schedules, then Vendor must immediately notify ROESC's Purchasing Department in writing of the probable length of any anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Vendor to comply with the delivery or completion schedules, ROESC may, in addition to all other remedies, require Vendor, at Vendor's expense, to ship the goods via airfreight or expedited routing to avoid or minimize delay.
 - c. When a delivery is made to the ROESC warehouse such delivery shall be made between the hours of 8:00 AM and 4:00 PM, Monday through Friday, except on holidays and closures.
 - d. All unshipped items on this PO will automatically be cancelled ninety (90) days after the date of order unless prior approval by ROESC's Finance Administrator has been obtained. Shipments initiated after such date may not be accepted.
13. **PAYMENT TERMS** – Itemized invoices shall be directed to ROESC Accounts Payable department at accountspayable@esc1.net. In accordance with Tex. Gov't Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date ROESC receives the goods; (2) the date the performance of the service is completed; or (3) the date ROESC receives an invoice for the goods and/or services.
14. **INVOICING REQUIREMENTS** – All invoices must be itemized and shall include the following: PO Number; Invoice Date; Name of Vendor; Description of the item(s); Quantity; Unit Price; Extended Price; ROESC Department/Program being billed; Purchasing Cooperative Name and Contract Number, if applicable; Vendors Remit To address, complete mailing address, and telephone number; any other substantiating documentation or information as required by the PO.
15. **Safety Data Sheets (SDS)** – The Federal Government requires that ROESC obtain current and accurate Safety Data Sheets for each product, which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous.
16. **PRODUCT RECALL** – Vendor shall notify the ROESC Purchasing Department immediately if a product recall is instituted on any good and/or service Vendor has delivered or if the Vendor discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. The requirement shall survive payment and acceptance of the goods and/or services.
17. **TITLE** – The title to any and all goods, products, merchandise, materials, and/or services that are provided to ROESC shall pass to ROESC upon acceptance of the good or payment of the applicable invoice, whichever is later.
18. **NON-WAIVER** – Failure of ROESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful Vendor in the event of breach, or the acceptance of or payment for any goods hereunder shall not release successful Vendor from any of the warranties or obligations of any PO, contract or service agreement, and shall not be deemed to waive any right of ROESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior subsequent default hereunder; nor shall any purported oral modification or rescission of a PO, contract or service agreement by ROESC operate as a waiver of any of terms hereof.
19. **NO ASSIGNMENT** – The rights and responsibilities of Vendor to furnish the goods and/or services specified herein shall not be subcontracted, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by the Vendor, unless previously accepted by ROESC and Vendor in writing.
20. **INSURANCE** – Vendor shall be required to carry insurance protection sufficient to meet all the liabilities that are mentioned herein and that meet the minimum insurance requirements outlined in the procurement solicitation and/or any contract entered into between ROESC and Vendor as a consequence of the PO.
21. **INDEMNIFICATION** – Vendor shall indemnify and hold harmless ROESC Board of Directors, officers, employees, agents, and representatives from and against any and all claims, demands or liability for damages, losses or other relief, including, without limitation attorney's fees and costs which ROESC may incur arising from Vendor's performance of its obligations under PO. The forgoing shall include, without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property, resulting from, in whole or part, any acts, omission or other conduct of Vendor and/or any of Vendor's agents, servants, or employees, or any other person or entity employed directly or indirectly by Vendor in connection with performance of the Vendor's obligations, and their respective agents, officers or employees. In the event that any action or proceeding, whether judicial, administrative, or otherwise, shall be commenced against ROESC on account of any claim, demand or liability subject of this indemnification agreement the Vendor shall, at its sole cost and expense, defend the ROESC in such action or proceeding with counsel reasonably satisfactory to ROESC. In the event that there shall be any judgement, award, ruling, settlement, or other relief arising out of any such action or proceeding to which ROESC is bound by, Vendor shall pay, satisfy or otherwise discharge any such judgement, award,

ruling, settlement or relief: Vendor shall indemnify and hold harmless ROESC from any and all liability or responsibility arising out of any such judgement, award, ruling, settlement or relief. The Vendor's obligations hereunder shall survive notwithstanding Vendor's completion of the goods and/or services or the termination of the PO.

22. **CONFLICT OF INTEREST** – In accordance with Section 176.006 of the Texas Local Government Code, if applicable, Vendor must file a Conflict of Interest Questionnaire (Form CIQ) with the ROESC Purchasing Department. The Form CIQ and Instructions can be found at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.
23. **CERTIFICATE OF INTERESTED PARTIES** – Form 1295 must be filled out electronically with the Texas Ethics Commission's online filing application at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Contractor must complete Form even if no interested parties exist.
24. **VERIFICATIONS** – Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. Contractor verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.
25. **CERTIFICATIONS** –
 - a. Vendor hereby certifies that 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.
 - b. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term "boycott" shall mean and include terminating business activities 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.
 - c. For the entire duration of this Purchase Order, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Purchase Order.
26. **FEDERAL FUNDS: If the source of funds for this purchase is Federal funds, the following Federal provisions apply and are incorporated into the terms herein, and Contractor agrees to comply with such provisions, as applicable:**
 - 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.
 - 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. ROESC reserves the right to immediately terminate any contract in excess of \$10,000 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. ROESC also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if ROESC believes, in its sole discretion that it is in the best interest of ROESC to do so. Contractor will be compensated for work performed and accepted and goods accepted by the ROESC as of the termination date if the contract is terminated for convenience of ROESC. Any award under this procurement process is not exclusive and ROESC reserves the right to purchase goods and services from other vendors when it is in ROESC's best interest.
 - 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."
 - 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 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 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 entity must report all suspected or reported violations to the Federal awarding agency.
 - e. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 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 sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Requires all contractors to observe all applicable patent rights, copyright, and rights laws.
 - 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 sub grants of amounts in excess of \$250,000 must contain a provision that requires the 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).
 - 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. Excluded Parties can be reviewed at www.SAM.gov.
 - i. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) Lobbying Certification and Disclosure of Lobbying: contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not use 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.
 - j. **Procurement of Recovered Materials** 2 CFR § 200.323: a non-Federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - k. **Prohibition on certain telecommunications and video surveillance services or equipment**: 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. 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. See Public Law 115-232, section 889 for additional information. See also §200.471
 - l. **Domestic Preference 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.
 - m. **Record Retention Requirements**: When federal funds are expended by ROESC for any contract resulting from this procurement process, Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
 - n. **Certification of Access to Records**: Contractor agrees that ROESC's duly authorized representatives shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor'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 Contractor's personnel for the purpose of interview and discussion relating to such documents.
 - o. Contractor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.