



Certifications

1. Non-Collusive Certificate

a) This purchase has been independently arrived at without collusion with any other vendor or with any competitor. You hereby assigns to the Fort Worth ISD any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

2. Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting the Department of Public Safety directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: A) They have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law. B) They have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property. A vendor's violation of this section shall constitute substantial failure. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

3. Felony Conviction Notification

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract

with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for the Fort Worth ISD pursuant to this purchase on any and all Fort Worth ISD campuses or facilities. Vendor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Fort Worth ISD Purchasing Department. If the vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this purchase order showing compliance.

4. Conflict of Interest

It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted. Website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

5. Contracting with abortion providers

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any Purchase Order entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By processing a Fort Worth ISD Purchase Order, you are certifying to the District that you do not have such an affiliation or contractual relationship.

6. Disclosure of Interested Parties

House Bill 1295 - Disclosure of Interested Parties: Fort Worth ISD may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to Fort Worth ISD at the time the business entity submits the signed contract. The Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm provides the appropriate instructions on how to file Form 1295.

7. Prohibition on Contracts with companies Boycotting Israel (HB89)

Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, 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 those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or

more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

8. Prohibition on Contracts with Certain Companies (SB 252)

The vendor verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization". Prohibition on contracts with certain Foreign-owned companies in connection with Critical Infrastructure Texas Government Code Sec. 2274.0101.

Sec. 2274.0101. DEFINITIONS. In this chapter:

1) "Company means a sole proprietorship, organization, 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 those entities or business associations, that exists to make a profit.

2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system or water treatment facility.

3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103.

Sec. 2274.0102. PROHIBITED CONTRACTS.

a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:

(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

(2) if the governmental entity knows that the company is:

(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or

(ii) a company or other entity, including a 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\

(B) headquartered in China, Iran, North Korea, Russia or a designated country.

(b) The prohibition described in Subsection (a) applies regardless of whether:

(1) the company's or its parent company's securities are publicly traded; or

(2) the company or its parent company is listed on the public stock exchange as:

(A) a Chinese, Iranian, North Korean, or Russian company; or

(B) a company of a designated country.

I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102.

Personal Property defined - Local Government Code Sec. 271.003 (8)
Sec. 271.003 (8). PERSONAL PROPERTY.

(8) "Personal property" includes appliances, equipment, facilities, and furnishings, or an interest in personal property, whether movable or fixed, considered by the governing body of the governmental agency to be necessary, useful or appropriate to one or more purposes of the governmental agency. The term includes all materials and labor incident to the installation of that personal property. The term includes electricity and cloud computing services. The term does not include real property.

9. Prohibition on contracts with companies that discriminate against firearm and ammunition industries (Texas Government Code 2274.002

Sec. 2274.002. PROVISION REQUIRED IN CONTRACT.

a) This section 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.

b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearmtrade association; and

2) will not discriminate during the term of the contract against a firearm entity or

firearm trade association.

c) Subsection (b) does not apply to a governmental entity that:

- 1) contracts with a sole-source provider; or
- 2) does not receive any bids from a company that is able to provide the written verification required by subsection.

I certify my company does not have:

- 1) a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**10. Prohibition on investment in financial companies that boycott certain energy companies
Texas Government Code 2274.002**

Sec. 2274.002 PROVISION REQUIRED IN CONTRACT

a) This section applies only to a contract that:

- 1) is between a governmental entity and a company with 10 or more full-time employees; and
- 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

b) Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies; and
- 2) will not boycott energy companies during the term of the contract.

c) Subsection (b) does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

I certify my company does not:

1) boycott energy companies that engage in or do business with companies that engage in the exploration, production utilization, transportation, sale or manufacturing of fossil-fuel based energy; and

2) will not boycott energy companies during the term of the contract.

11. Procurement by a political subdivision of a contingent fee contract for Legal Services Texas Government Code Section 2254.102 (e) amended

This subchapter does not apply to a contract for legal services entered into by a political subdivision for the collection of an obligation, as defined by Section 2107.001, that is delinquent or for services under Section 1201.027, except that Sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract. For purposes of this subsection, an obligation does not include a fine or penalty that results from an action by a political subdivision under Chapter 7, water code.

12. Contract with person indebted to school district Texas Education Code 44.044

Sec. 44.044. CONTRACT WITH PERSON INDEBTED TO SCHOOL DISTRICT.

a) The board of trustees of a school district by resolution may establish regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.

b) It is not a violation of this subchapter for a school district, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.

In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.

By processing a Fort Worth ISD Purchase Order, you certify that you are not indebted to the district.

13. Code of Conduct

Vendors and their suppliers, installers and all others working on Fort Worth ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a workers removal from the schools/projects and/or the termination of the subcontractors contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities.

1. Vendors employees, installers and suppliers who will be entering the district site should check in with the Fort Worth ISD designated representative.

2. Vendors employees, installers and supplier must wear picture ID badges while on Fort Worth ISD property. See Criminal Background Check Notification above.
3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or improper language is PROHIBITED. Fort Worth ISD will determine on a case by case basis what constitutes vulgar or improper language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. Fort Worth ISD staff will determine unacceptable behavior.
7. School requirements will occasionally result in the untimely termination of a subcontractors daily activities. Vendors are expected to anticipate and understand these circumstances and also work with Fort Worth ISD to make up any scheduling.
8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED, except as is necessary to perform the services contemplated.
9. Vendors employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
10. Vendors employees, installers and suppliers will promptly leave the school campus at the end of each work shift.
11. Weapons of any type are not allowed on the job site or parking area. Vendors employees will comply with all state and district rules regarding weapon free zones.
12. Vendors employees, installers and suppliers shall submit such background information as may be requested by Fort Worth ISD to perform criminal background evaluations or investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Fort Worth ISD property where students are present:
 - A) Any offense against a child.
 - B) Any sex offense.
 - C) Any crimes against persons involving weapons or violence.
 - D) Any felony offense against property; or
 - E) Any other offense that Fort Worth ISD believes might compromise the safety of students, staff or property.

I understand and agree to comply with the rules and responsibilities as stated in the Code of Conduct.

14. Public Records Notification

I understand that Fort Worth ISD is a governmental entity of the state of Texas subject to the provisions of the Texas Public Information Act ("Act") - Tex. Gov't Code, Chapter 552. As such, any information and documentation I provide will be considered a public record, subject to disclosure to any third parties who properly submit a request under the Act.

15. Certificate Regarding Debarment Suspension

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards (Purchase Orders) of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. 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. By processing a Purchase Order you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

16. Clean Air and Water Act Compliance

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended and understood that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by Fort Worth ISD, the vendor certifies that during the terms of an award for all contracts or Purchase Orders by Fort Worth ISD, the vendor agrees to comply with all applicable requirements as referenced above.

17. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that process Purchase Order exceeding \$100,000 must comply with the required certification. Each vendor certifies to the 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 vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal Rule above, when federal funds are expended Fort Worth ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts or Purchase Orders by Fort Worth ISD, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

18. Contracts acquisition threshold currently set at \$250,000

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule above, when federal funds are expended, Fort Worth ISD reserves all rights and privileges under the applicable laws and regulations with respect to this purchase in the event of breach of contract by either party.

19 Termination for cause and for convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000). Pursuant to Federal Rule above, when federal funds are expended, Fort Worth ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this purchase 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. Fort Worth ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Fort Worth ISD believes, in its sole discretion that it is in the best interest of Fort Worth ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Fort Worth ISD as of the termination date if the contract is terminated for convenience of Fort Worth ISD. Any purchase is not exclusive and Fort Worth ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Fort Worth ISD to do so.

20. 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 above, when federal funds are expended by Fort Worth ISD on any federally assisted construction contract, the equal opportunity clause is incorporated herein.

21. 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.

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

Where applicable, all contracts awarded by the non-Federal entity 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.

Pursuant to Federal Rule above, when federal funds are expended by Fort Worth ISD, the vendor certifies that during the term of an award for all contracts or purchase order by Fort Worth ISD, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

23. 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 above, when federal funds are expended by Fort Worth ISD, the vendor certifies that during the term of an award for all contracts or purchase order by Fort Worth ISD, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

24. Record retention requirements for contracts paid for with Federal Funds - 2 CFR § 200.333

When federal funds are expended by Fort Worth ISD for any contract or purchase order, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

25. Certification of compliance with the Energy Policy and Conservation Act

When federal funds are expended by Fort Worth ISD for any contract or purchase order, 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

26. Certification of compliance with Buy America Provisions

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must follow the applicable procurement rules calling for free and open competition.

27. Prohibition on certain telecommunications and video surveillance services or equipment

§ 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.

28. Domestic preferences for procurements

§ 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.

29. Procurement of recovered materials

§ 200.323 Procurement of recovered materials.

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.

30. Disputed invoice amounts Texas Government Code Section 2251.042

a) A governmental entity shall notify a vendor of an error or disputed amount in an invoice submitted for payment by the vendor not later than the 21st day after the date the entity receives the invoice, and shall include in such notice a detailed statement of the amount of the invoice which is disputed.

b) If a dispute is resolved in favor of the vendor, the vendor is entitled to receive interest on the unpaid balance of the invoice submitted by the vendor beginning on the date under Section 2251.021 that the payment for the invoice is overdue.

- c) If a dispute is resolved in favor of the governmental entity, the vendor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest as provided by this chapter if the corrected invoice is not paid by the appropriate date.
- d) The governmental entity may withhold from payments required no more than 110% of the disputed amount.