Katy Independent School District

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are binding upon the firm, organization, agent, or individual awarded a District contract ("Contract" or "Agreement") for goods or services through either (i) participation in a competitive procurement process (bid, proposal, quote or their derivatives) or (ii) receipt of a duly authorized District Purchase Order. Unless agreed to otherwise in writing between authorized representatives of Katy ISD and the Vendor, these Standard Terms and Conditions communicate the District's expectations in regards to the Vendor's performance in connection with the District's purchases.

1. **PURCHASING AUTHORITY:** Katy ISD's Board of Trustees delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate, and to make budgeted purchases for goods or services approved by the Board as part of the general fund budget, special revenue fund budget, and capital project fund budget for the fiscal year or funded from activity funds. Any single purchase that costs $250,000 or more than the amount included in one of the approved budgets for that item shall require Board approval before a transaction may take place, unless the funds are reallocated within the same function by an individual department.

2. **IRS FORM W-9:** ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have an IRS Form W-9 Request for Taxpayer Identification Number and Certification on file with Katy ISD.

3. **FREIGHT CHARGES AND DELIVERY:** All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.

4. **PURCHASE ORDER(S):** A purchase order(s) shall be generated by Katy ISD to the Vendor. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

5. **SALES TAX:** Katy ISD is exempt by law from the payment of Texas and Local Sales Tax and Federal Excise Tax.

6. **TARIFFS:** The parties acknowledge that the total compensation stated in the contract excludes any cost increases attributable to duties or tariffs imposed after the effective date of the Agreement ("After-Imposed Tariffs"). The District shall not be responsible for payment of any amounts attributable to duties, tariffs, or similar governmental charges that are not actually incurred by Vendor or that are repealed, paused, or made exempt as of the date of the applicable purchase by Vendor from its supplier(s). If Vendor seeks reimbursement for any After-Imposed Tariffs, Vendor shall: (1) Notify the District in writing prior to or contemporaneously with the purchase of any affected item; (2) Clearly identify the specific items affected; (3) Specify the exact amount of the proposed increase attributable to the applicable duty or tariff; and (4) Provide clear, itemized, and valid documentation substantiating the actual cost escalation incurred, including supplier invoices, tariff codes, or other documentation acceptable to the District.

7. **INVOICES:** Invoices shall show the Katy ISD purchase order number, copy of signed delivery ticket, and bid name, and shall be emailed directly to AP@KatyISD.org.

8. **PAYMENT:** Payment will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Vendor is required to pay subcontractors within ten (10) days.

9. **SHIPPING DOCUMENTS:** Packing slips or other suitable shipping documents shall accompany each special order shipment and shall show (a) Vendor's name and address, (b) name and address of the receiving department, campus, and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

10. **SAFETY DATA SHEETS (if applicable):** The

Federal Government requires that Katy ISD obtains current and accurate Safety Data Sheets for each product that may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. Vendor(s) must furnish these sheets on all items with the initial delivery of each item to Katy ISD's warehouse and/or department location(s).

11. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** Products supplied under this contract shall be subject to Katy ISD approval. In addition to other rights provided by law, Katy ISD reserves the right to: (1) inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (2) reject articles shipped contrary to instruction or in containers which do not meet recognized standards, and (3) cancel the order if not delivered within the time specified. Items found defective or not meeting specifications shall be picked up and replaced by Vendor at the next service date at no expense to Katy ISD. Rejected items that are not picked up within one (1) week after notification shall become a donation to Katy ISD for disposition.

12. **SUBSTITUTIONS:** Substitutions will not be allowed on any item without the prior written approval from Katy ISD's Director of Purchasing (or designee) in conjunction with the "user" department.

13. **CHANGE ORDERS:** No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing, or specifications stated in the contract. All change orders to the contract must be made in writing by Katy ISD's Director of Purchasing.

14. **NOTICE:** Any notice provided under the terms of the contract or required by law shall be in writing and shall be given by hand-delivery, certified or registered mail, return receipt requested, email, or fax. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent by giving notice of such change to the other party.

15. **GOVERNING LAW AND VENUE:** This agreement shall be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Katy, Fort Bend County, Texas.

16. **DISPUTE RESOLUTION:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

17. **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL:** Pursuant to Chapter 2271, Texas Government Code, the Vendor doing business, or seeking to do business, with Katy ISD (the "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 Vendor and Vendor Companies will not boycott Israel during the term of this contract. If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more, this certification shall apply; otherwise, this certification is not required. For purposes of this contract, 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

18. **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS:** Pursuant to Sections 2252.151-154 of the Texas Government Code, the 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.

19. **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES:** Pursuant to Section 809.001(1) and Chapter 2276 of the Texas Government Code, the Vendor doing business, or seeking to do business, with Katy ISD (the "Vendor") hereby certifies and verifies that the 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. If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more, this certification shall apply; otherwise, this certification is not required. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which 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).

20. **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to section 2274.001(3) of the Texas Government Code, the Vendor doing business, or seeking to do business, with Katy ISD (the "Vendor") hereby certifies and verifies that the 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 Agreement against a firearm entity or firearm trade association. If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more; (d) this contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Katy ISD has determined that Vendor is not a sole-source provider or Katy ISD 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. For purposes of this contract, "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. "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."

21. **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE:** Pursuant to Chapter 2275 of the Texas Government Code, Katy ISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Katy ISD for product warranty and support purposes. Vendor, certifies that neither it nor its parent company nor any affiliate of Contractor 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 contract, "designated country" means a country designated by the Governor of Texas as a threat to critical infrastructure under Tex. Gov't Code § 2275.0103. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility."

22. **CERTIFICATION REGARDING PRE-SERVICE AFFIDAVIT:** Pursuant to Chapter 22A of the Texas Education Code, persons who will act as a service provider for Katy ISD must submit, using a form adopted by the Texas Education Agency, consent for release for the person's employment records and a pre-service affidavit disclosing certain information as set forth in Texas Education Code § 22A.055(a). Vendor hereby certifies that each person by whom Vendor provides services for Katy ISD has submitted (or will submit before performing any services for Katy ISD) a fully completed and executed pre-service affidavit for educational entities in a form adopted by the Texas Administrative Agency. Pursuant to Texas Education Code § 22A.055.(e), Vendor understands and agrees that Katy ISD must refuse to allow a person to act as a service provider upon determination that the person failed to disclose required information.

23. **CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE § 231.006:** Pursuant to Texas Family Code § 231.006, a child support

obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an owner ship interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Vendor 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.

24. **TEXAS PUBLIC INFORMATION ACT:** Katy ISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Information provided by Vendors may be subject to release as public information unless it is excepted from public disclosure under such Act.

25. **COMPLIANCE WITH GOV'T CODE 552.372:** The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this contract if it is valued at more than $1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

26. **ASSIGNMENT:** Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD.

27. **CONTRACT TERM EXTENSION OR GRACE PERIOD:** If agreed to by both parties, Katy ISD shall have the right to continue in force this contract for a period not to exceed ninety (90) days after the expiration date on a month to month basis.

28. **CONTRACT ADMINISTRATOR:** Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between Katy ISD's Purchasing Department and Vendor.

29. **REPRESENTATION:** The Vendor represents that the items and/or services provided by the Vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Katy ISD for the unexpired term of the Agreement.

30. **INSURANCE:** When applicable, Vendor shall maintain liability insurance, including non-owned automobile liability, Workmen's Compensation, and employer's liability insurance as well adequately protect Katy ISD against such damage, liabilities, claims, losses and expenses (including attorneys' fees). Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Katy ISD.

31. **CRIMINAL HISTORY RECORD:** In accordance with the Texas Education Code (TEC) 22.0834:
    A. A Vendor (entity or individual) that provides services to Katy ISD and has direct contact with students, must be fingerprinted before beginning work.
    B. Katy ISD shall fingerprint vendor and/or vendor's employees who are considered "covered employees" using the Local Education Entity (LEE) Fast Pass.
    C. Katy ISD will be able to view individuals printed with the LEE pass, and also create subscriptions in the DPS Criminal History Clearinghouse under the authority of TGC 411.097/Public Law 92-544.
    D. Katy ISD will maintain access to the criminal history information of a vendor or a vendor's employees; but only for the time in which he/she will be providing services to the district.
    E. Federal and state protocols require access to a vendor's information to be disabled within 72 hours of the end of service.

32. **CONFLICT OF INTEREST:** No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

    ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7) business day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.

33. **DISCLOSURE OF INTERESTED PARTIES:** For any contracts requiring Board action, that are

valued at $1 million or more, or a contract for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the District will require the awarded Vendor to submit the Disclosure of Interested Parties Form 1295 from the Texas Ethics Commission and then certify to Katy ISD that the disclosure has been filed. Certain contracts, including contracts with a public traded business entity, including a wholly owned subsidiary of the business entity, are exempt from this requirement. Texas Ethics Commission Rules 46.1(c) references other types of contracts not requiring the filing of a Form 1295. The District will consider failure to file the form as a default of contractual obligations.

34. NON APPROPRIATION: KATY ISD reserves the right to terminate the contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

35. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:

A. Katy ISD reserves the right to review the Vendor's performance at all times.
B. Katy ISD will have the right to cancel any contract entered into under these terms and conditions for any reason at any time upon thirty (30) days' written notice.
C. Vendor shall have the right to cancel the contract subject to Katy ISD's approval at any time upon thirty (30) days' written notice and justification. Vendor must state therein the reasons for such cancellation.

In the event of any actual contract cancellation, Katy ISD will not be held responsible for loss of business, liquidated damages, or any termination expenses incurred by Vendor. In the event that Katy ISD has submitted payment under the terms of a contract prior to full performance of the contract, upon cancellation by Katy ISD, Vendor will refund all monies paid by Katy ISD for products or services not yet provided under the contract.

36. TERMINATION FOR CAUSE AND FOR CONVENIENCE FOR FEDERALL FUNDED CONTRACTS IN EXCESS OF $10,000: For all federally funded contracts in excess of $10,000, the following termination standards shall apply:

A. Termination for Cause: Katy ISD reserves the right to immediately terminate any contract in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

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

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

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

37. TERMINATION FOR DEFAULT: Katy ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Katy ISD in the event of breach or default of this contract. Katy ISD reserves the right to terminate the contract immediately in the event the Vendor fails to:

A. Meet schedules;
B. Default in any payments owed due to the performance of this contract; or
C. Otherwise perform in accordance with these specifications.

38. FORCE MAJEURE: The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to acts of God,

government restrictions, fires, floods, epidemics, quarantine restrictions, public health emergencies, or unusually severe weather. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable efforts to remove said causes and resume performance hereunder. However, if Katy ISD has submitted payment under the terms of this Agreement prior to full performance of this contract, and an event or circumstances described in this paragraph delays or prevents performance of this Agreement, Vendor will refund all monies paid by Katy ISD within ten (10) days if the parties cannot agree to resume performance of this Agreement at a mutually acceptable time.

39. **ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES:** Contracts whereby Katy ISD expends federal funds in an amount 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. Katy ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of contract by either party.

40. **DISCRIMINATION:** Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

41. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY LAWS:** Vendor is required to comply with the applicable equal employment opportunity laws and regulations including, Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41CFR Part 60).

    No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

    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 referenced herein, when Katy ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

42. **WAGES:** Vendor shall pay or cause to be paid, without cost or expense to Katy ISD, all Social Security, Unemployment, and Federal Income Withholding Taxes of all Vendor's employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

43. **COMPLIANCE WITH DAVIS-BACON ACT (40 U.S.C. 3141-3148) AND COPELAND "ANTI-KICKBACK" ACT:** For any contract awarded involving prime construction over $2,000, Vendor agrees to remain in compliance with the Davis-Bacon Act for the payment of all applicable workers. Such contracts must also 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.

44. **CONTRACT WORK HOURS AND SAFETY ACT:** Where applicable, Vendor must remain in compliance with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) requiring the Vendor to compute the wages of applicable workers on the basis of a 40-hour week.

45. **RECORDS RETENTION:** In acceptance of the contract Vendor certifies that it will comply with all record retention requirements as required in 2 CFR 200.333 for any applicable federal expenditures from Katy ISD.

46. **BUY AMERICAN ACT:** In acceptance of a contract with Katy ISD involving the expenditure of federal funds, Vendor hereby certifies compliance with all applicable provisions of the Buy American Act.

47. **DOMESTIC PREFERENCES FOR PROCUREMENTS:** When federal funds are expended by Katy ISD, vendor certifies that to the

greatest extent practicable vendor will 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). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “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, class, including optical fiber, and lumber.

48. **BAN ON FOREIGN TELECOMMUNICATIONS:** When federal funds are expended by the District, Vendor shall not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

49. **CLEAN AIR ACT (42 USC 7401-7671q) and FEDERAL WATER POLLUTION CONTROL ACT (33usd 1251-1387):** For any contract awarded which exceeds $100,000, Vendor certifies that it will agree to comply with all applicable standards, order or regulations pursuant to the acts listed and any applicable amendments, orders, or directives thereof.

50. **PROCUREMENT OF RECOVERED MATERIALS:** Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

51. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689):** Pursuant to 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.” Pursuant to the federal rule referenced in this section, when federal funds are expended by Katy ISD, Vendor certifies that during the term of an award for all contracts by Katy ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

52. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** When federal funds are expended by Katy ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Katy ISD resulting from this procurement process, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that:

    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.

    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 Bidder shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

    Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

53. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18):** For any federal fund expenditures by Katy ISD that are a result of the awarded contract, Vendor certifies that it will remain in compliance with the Federal Energy Policy and Conservation Act as issued in Pub. L 94-163, 89 Stat. 871.

54. **CERTIFICATION OF ACCESS TO RECORDS (2 C.F.R. 200.336):** Katy ISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to the awarded contract. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Katy ISD in connection with Vendor's work and shall be open to inspection and subject to audit and/or reproduction by Katy ISD, its authorized representative(s), or other governmental entities, as applicable. In addition, Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.