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EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Amarillo Independent School District ("AISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by AISD and the AISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between AISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to AISD along with your proposal:**

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320) which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when AISD expends federal funds, AISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

(B) 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 (B) above, when AISD expends federal funds, AISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. AISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if AISD believes, in its sole discretion that it is in the best interest of AISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by AISD as of the termination date if the contract is terminated for convenience of AISD. Any award under this procurement process is not exclusive and AISD reserves the right to purchase goods and services from other vendors when it is in AISD's best interest.

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

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

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

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor



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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when AISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 (E) above, when AISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by AISD resulting from this procurement process.

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

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

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

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



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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by AISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by AISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (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 subrecipients shall certify and disclose accordingly.

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

(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in



connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

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

(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; 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.

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

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

(L) §200.217 Certification of Compliance with Whistleblower Protections. If vendor is a subrecipient of the District, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition



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for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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

(M) §200.322 Domestic Preferences for Procurements and Compliance with Buy America Provisions. Pursuant to 2 CFR § 200.322(a) and (b), to the greatest extent practicable and consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

(N) Health and Safety Certifications, Licensing, and Regulations

Where applicable, vendors must comply with all local, state, and federal health and safety regulations, including but not limited to the following:

1. Obtaining and maintaining any required health and safety certifications or licenses relevant to the



services or goods provided under this contract.

2. Ensuring that all employees are trained in health and safety protocols in accordance with applicable regulations.
3. Maintaining a safe working environment and abiding by all Occupational Safety and Health Administration (OSHA) standards or equivalent state regulations.
4. Promptly notifying AISD of any violations, citations, or incidents related to health and safety that may impact contract performance.

When federal funds are expended by AISD, the Vendor certifies that it will be in compliance with all applicable health and safety requirements during the term of an award for all contracts by AISD resulting from this procurement process.

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

(O) Certification of Compliance with Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by AISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 during the period of performance and are performed outside of the United States (including U.S. territories), AISD will terminate any grant, cooperative agreement, or contract if the recipient is determined to be actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Pursuant to 2 CFR Part 183, the vendor certifies the following:

1. The vendor is neither an excluded entity under the System for Award Management (SAM) nor the Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to a violation of the Never Contract with the Enemy regulations.
2. AISD has the responsibility to ensure no federal award funds are provided directly or indirectly to entities identified as opposing U.S. or coalition forces.
3. AISD will terminate subawards in violation of this requirement and allow the federal government access to records to ensure compliance.

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

(P) Consideration of Small and Minority Firms, Women's Business Enterprise, Veteran-Owned Businesses, and Labor Surplus Area Firms (Historically Underutilized Business or HUB) – 2 CFR § 200.321

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

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

PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials – When federal funds are expended, AISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement



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of recovered materials identified in the EPA guidelines.

The District and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by AISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 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.

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

CERTIFICATION OF ACCESS TO RECORDS- 2 C.F.R. § 200.337

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by AISD for any contract resulting from this procurement process, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1251-1387), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT



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It is the policy of AISD not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

AISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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



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VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____