

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

FEDERAL PROCUREMENT CERTIFICATIONS ADDENDUM FOR A CONTRACT FUNDED BY FEDERAL GRANT/FUNDS (PAGES 11-12 MUST BE FULLY SIGNED AND TIMELY SUBMITTED)

The San Antonio Independent School District (SAISD) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the Education Department General Administrative Guidelines (EDGAR). This process involves having Contractors expressly agree to comply with applicable EDGAR requirements as well as other commitments, as described below.

The following certifications and provisions govern (but only to the extent applicable to the contract, Contractor, SAISD or the project) when federal grant/funds will be expended pursuant to a contract resulting from a procurement under 2 C.F.R. § 200.326, and awarded by the SAISD to the Contractor. Contractor's subcontracts shall also be subject to and contain or incorporate all applicable certifications and provisions. This Addendum is incorporated into the contract between SAISD and the Contractor.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS FUNDED BY FEDERAL GRANTS/FUNDS APPENDIX II TO 2 CFR PART 200

1 Contracts for more than the simplified acquisition threshold (the SAT, currently set at \$250,000) 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.

In accordance with the provision above, SAISD hereby reserves all rights and remedies, in the event of breach of the contract by the Contractor, to which it is entitled under the contract (including, without limitation, the remedies set forth in the procurement specifications) and/or applicable laws and regulations.

2 Termination by SAISD for cause, for convenience or for non-appropriation, including the manner by which it will be affected and the basis for settlement (all contracts in excess of \$10,000).

Pursuant to the provision above and subject provisions in the main body of the contract, when SAISD expends federal funds, SAISD reserves the right to immediately terminate the contract in the event of a breach or default of the contract by Contractor, such breach or default to include the following: Contractor 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) comply with applicable laws and Entity's policies or procedures; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SAISD also reserves the right to terminate the contract for convenience upon ten calendar days' written notice if SAISD believes, in its sole discretion, that it is in the best interest of SAISD to do so. SAISD may terminate for non-appropriation of sufficient federal funds to meet fiscal requirements of the contract. For termination by SAISD for convenience or non-appropriation, Contractor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience by SAISD. Any award under the procurement is not exclusive, and SAISD reserves the right to purchase goods and services from other Contractors when it is in SAISD's best interest.

3 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 below and as 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).

During the performance of this contract, the Contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Pursuant to the provision above, when SAISD expends federal funds on any federally assisted construction contract, the foregoing equal opportunity clause is incorporated into the contract by reference.

4 DAVIS-BACON ACT, as amended (40 U.S.C. §§ 3141-3148). 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*). This 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.

The following is incorporated into the contract in compliance with the **Davis-Bacon Act**.

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are 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.
- C. Additionally, contractors are required to pay wages not less than once a week.

The following is incorporated into the contract in compliance with the **Copeland “Anti-Kickback” Act**.

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as SAISD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Pursuant to the provision above, when SAISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair services, the Contractor will be in compliance with all applicable Davis-Bacon Act and Copeland “Anti-Kickback” Act provisions, including the foregoing provisions.

5 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 at 29 CFR Part 5. Under 40 U.S.C. § 3702, 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.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. SAISD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Pursuant to the provisions above, Contractor certifies that Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the contract.

6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” in 37 CFR § 401.2 (a), and the non-Federal entity 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 non-Federal entity 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 federal agency.

Pursuant to the provision above, the Contractor certifies that during the term of the contract from the procurement, the Contractor agrees to the incorporation of the foregoing provision into the contract, and Contractor agrees to comply as applicable.

7 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 \$150,000 must contain a provision that requires the contractor 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).

Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B. The Contractor agrees to report each violation to the Contractor and understands and agrees that SAISD will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the federal assistance provided.

Federal Water Pollution Control Act

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- B. The Contractor agrees to report each violation to the Contractor and understands and agrees that SAISD will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the federal assistance provided.

Pursuant to the provisions above, the Contractor certifies that during the term of the contract resulting from the procurement, the Contractor agrees to comply with all applicable requirements herein above.

8 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.

Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by SAISD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SAISD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from the offer. The bidder or proposer or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to the provisions above, the Contractor 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 to receive any federal award or to enter into a federally funded contract.

9 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 SAISD then to the Federal awarding agency.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Pursuant to the provisions above, the Contractor certifies that it is in compliance and will comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

10 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

A. In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively

within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to the provisions above, the Contractor certifies that it is in compliance and will comply with all applicable provisions of the Solid Waste Disposal Act, as amended.

11 DOMESTIC PREFERENCES FOR PROCUREMENTS. In accordance with 2 CFR § 200.322, as appropriate and to the extent consistent with law, SAISD will, 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). "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.

12 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR Subpart 22.18)

As applicable, and as a condition for the award of any Federal contract of \$150,000 or greater, Contractor certifies that Contractor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

13 RECORDS RETENTION

Contractor certifies that it will comply with the applicable record retention requirements specified in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

14 CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

When federal funds are expended by SAISD for any contract resulting from the procurement in excess of \$50,000, the Contractor certifies that the Contractor is in compliance with all standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15, if and as applicable to the contract.

15 CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When SAISD expends federal funds for any contract resulting from the procurement, Contractor certifies that it will comply with the applicable 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).

16 CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

As applicable, Contractor certifies that Contractor is in compliance and will comply with all provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must follow the applicable procurement regulations calling for free and open competition.

17 CERTIFICATION OF ACCESS TO RECORDS (2 C.F.R. § 200.336)

Contractor agrees that SAISD or any of their duly authorized representatives of SAISD shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

18 CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor agrees that all subcontracts it awards or enters under this Contract shall be bound by the terms and conditions set forth herein, and Contractor shall ensure such subcontracts are subject to these terms and conditions and include those terms and conditions required by applicable law and outlined herein above.

19 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

Contractor and Entity are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain "covered telecommunications equipment or services" (as defined in section 889 of Public Law 115-232, and to also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system);
- B. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 CFR § 200.216.

20 DISPUTE RESOLUTION

Informal Resolution. All claims or disputes regarding the contract or any issues related to the contract (the “Dispute”) between SAISD and Contractor must be informally, but promptly, discussed in good faith by the parties in an attempt to resolve the Dispute.

Grievance Policy GF. If the Dispute is not resolved by informal discussion and the Contractor wants to continue attempts for a resolution, then the Contractor must timely pursue resolution via SAISD’s grievance policy GF.

Mediation. If the Dispute remains unresolved after Contractor complies with and timely files a grievance through all steps of SAISD’s grievance process, the Contractor must submit to SAISD Superintendent of Schools a written request for mediation if the Contractor wants to continue attempts for a resolution. This request must be submitted within thirty (30) calendar days after the later of the following dates: (i) the date the governing body issued a decision on the Dispute, or (ii) the date the decision at level two of the grievance process is deemed upheld. SAISD will notify the Contractor in writing, within sixty (60) calendar days after receipt of the request for mediation, whether or not SAISD agrees to mediate the Dispute. If SAISD rejects mediation, the Contractor may institute legal action solely on the Dispute as described in the timely filed grievance. If SAISD agrees to mediation: (i) the mediation becomes a condition precedent to legal proceedings by the Contractor against SAISD on the Dispute, (ii) the mediation must occur within ninety (90) calendar days after the date SAISD notified the Contractor agreeing to the mediation unless the parties agree otherwise, and (iii) the parties will equally share the costs for the mutually selected mediator.

By initialing and signing below, I certify, on behalf of Contractor, that the foregoing certifications and commitments have been reviewed, that Contractor fully understands what is required of it under such certifications and commitments, and that Contractor agrees to fully comply with all certifications and commitments without delay.

[The following must be completed and initialed by the Contractor’s authorized representative.]

#	Certification/Commitment	YES, understood and agreed [mark with an X or ✓]	Initials
1	Remedies for Violation or Breach of Contract		
2	Termination for Cause/Convenience/Nonappropriation		
3	Equal Employment Opportunity		
4	Davis-Bacon Act		
5	Contract Work Hours and Safety Standards Act		
6	Rights to Inventions Made Under a Contract		
7	Clean Air Act and the Federal Water Pollution Control Act		

8	Debarment and Suspension		
9	Byrd Anti-Lobbying Amendment		
10	Procurement of Recovered Materials		
11	Domestic Preferences for Procurements		
12	Employment Eligibility Verification		
13	Records Retention		
14	Certification of Compliance with EPA Regulations		
15	Certification of Compliance with the Energy Policy and Conservation Act		
16	Certification of Compliance with Buy America Provisions		
17	Certification of Access to Records		
18	Certification of Applicability to Subcontractors		
19	Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services		
20	Dispute Resolution		

Contractor Name: _____

Signature of Authorized Representative: _____ Date _____

Printed Name: _____

Title: _____

Address: _____

City, State, Zip Code: _____

DUNS # _____

CAGE # _____

SOLICITATION TITLE _____