

# ALIEF INDEPENDENT SCHOOL DISTRICT

## GENERAL TERMS AND CONDITIONS

### 1. CONTRACT FOR PURCHASE

This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this agreement. The obligation of the District in any fiscal year for which this Agreement is in effect shall constitute a current expense of the District for that fiscal year only. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the Agreement, the Agreement may be terminated. Notwithstanding anything to the contrary contained in these terms and conditions, upon the District's acceptance of a proposal, the vendor and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the vendor of acceptance. Purchases will be put into effect in the form of a purchase order after proposals have been awarded. Alief ISD will not be responsible for any goods delivered, or services performed without a purchase order, signed by an authorized representative of the Alief ISD Purchasing Department.

### 2. REQUESTS FOR EXPLANATION/INTERPRETATION

If a person contemplating submitting an offer for the proposed contract is in doubt as to the true meaning of any part of the proposal documents, the vendor may submit a written request for an interpretation thereof to the Buyer identified in this solicitation within seven (7) business days prior to the opening date in order to allow a response to all Bidders before the submission of a bid. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in the Alief ISD Purchasing Office. All interpretation or clarifications considered necessary by and approved by the District in response to proposer's written request will be issued by such addenda. Verbal requests for clarification or additional information may not be addressed and will not be binding. The District is not responsible for rejection of proposals due to failure to receive and incorporate addendums into proposals, and reserves the right to waive all formalities, to be the sole judge of quality and suitability, and may reject any or all items.

### 3. ITEM SPECIFICATIONS

The District does not typically restrict items procured to a given manufacturer brand, make, model, provider, or other such limitation, however, if such information is provided, it is because these products/services have certain features that are desirable. The use of a given manufacturer's specifications by the District is to be considered a representation of the minimum standard of quality and to aid in identifying the type of item requested. **The District makes every effort to encourage the acquisition of recycled materials to the maximum extent practicable and gives preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. A product shall not be disqualified on the basis of post-consumer content alone.**

### 4. RELATIONSHIP OF PARTIES

Alief ISD and Vendor acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the Services referenced in this Agreement. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually, or otherwise to any third party without the consent of all parties. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. This Agreement does not create a joint venture, merger, or any business partnership under Texas Law.

### 5. CONDITIONS OF CANCELLATION/TERMINATION

Cancellation of this contract will take place under the following conditions:

- .1 The vendor proceeds in a manner that does not comply with the contract.
- .2 The vendor does not carry out the provisions of this contract in its true intent and meaning as specified in the scope of work.
- .3 Any breach of the contract or provisions set forth in the proposal specifications.
- .4 Increased rates that are not agreed to in advance or as specified herein.
- .5 Budgetary requirements.
- .6 Termination for Convenience - Unless specifically stated otherwise in this request for proposal, this contract may be terminated at the written request of either party with 30 business days' notice.

# **ALIEF INDEPENDENT SCHOOL DISTRICT**

## **GENERAL TERMS AND CONDITIONS**

Upon vendor's default of obligation to the contract, the vendor will be served notice to provide satisfactory compliance to the contract without penalty. If the vendor neglects or refuses to follow such notice and fails to correct the default within ten (10) business days, Alief ISD will cancel the contract and vendor may be held liable for any loss or expense sustained by Alief ISD as a result of vendor's failure to conform to this contract. In the event the contract is canceled, Alief ISD reserves the right to award the contract to another vendor at its sole discretion.

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### **6. QUANTITIES**

Any quantities listed in a request for proposal represent estimated usage distributed across many orders. Purchases will be on an "as needed basis" for the District throughout the term of the contract. All purchases shall be subject to Terms and Conditions of the request for proposal and purchase order. If vendor wishes to restrict shipment of individual items to a minimum quantity, such restriction must be noted.

### **7. DELIVERY TERMS**

- .1 Any items provided as part of the agreement shall be delivered unopened, in factory-sealed cartons. The Alief ISD Purchase Order Number must be clearly marked on the face of each carton corresponding to that order number. District personnel may refuse deliveries not marked as specified. All deliveries shall include a packing slip with the District Purchase Order plainly printed on it.
- .2 All purchase orders must be boxed separately. District personnel may refuse multiple orders combined within a single box. Cases must be labeled clearly with quantity and product contained therein.
- .3 Alief ISD reserves the right to inspect products/equipment delivered and to return any which do not meet specifications at the vendor's expense. Vendor must notify the Purchasing Department immediately of any delay in manufacturer's production. Items found to be defective, damaged in shipment, or not as ordered, must be accepted for return, with shipping charges paid by the vendor.
- .4 Items shall be delivered in cartons of such quality to facilitate the safe and easy transport of the enclosed goods in accordance with accepted trade practices. Any item purchased pursuant to this proposal that is found to be defective, damaged in shipment, or not as ordered shall be accepted for return with postage paid by vendor. A Credit Memo shall be issued, and replacements re-billed when shipped.
- .5 If the vendor fails to deliver the quality or quantity of items ordered by the promised delivery date at the prices specified in this proposal, Alief ISD reserves the right to purchase the specified item(s) elsewhere. Increase in price and cost of shipping may be charged to the vendor.
- .6 Unless specified otherwise in these terms and conditions, all orders are to be completed within thirty (30) calendar days from date of order. Failure to meet any of the above will be considered a default by vendor. In case of default on delivery orders the District reserves the right to terminate the contract, to purchase on the open market, and suspend future business with vendor. A history of failure to meet the terms of delivery may affect eligibility on future requests for proposal.

### **8. SITE RULES**

Should a purchase order or contract specify delivery/work which requires visitation to an Alief ISD facility, the following site rules shall be followed:

- .1 No foul language and or behaviors.
- .2 Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition.
- .3 The possession or use of alcohol, illicit drugs, tobacco, and e-cigarette or e-vape products is strictly prohibited.
- .4 All workers should be clothed modestly with no close-fitting, sleeveless, or low-cut attire.
- .5 No workers with a history of felony convictions or warrants.
- .6 Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to all employees on the project and all other persons who may be affected thereby, all the work and all

# **ALIEF INDEPENDENT SCHOOL DISTRICT**

## **GENERAL TERMS AND CONDITIONS**

materials to be incorporated therein, whether in storage on or off the site and all property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.

- .7 A competent supervisor or representative shall be on site at all times who understands the full scope of the work.
- .8 School administrative services shall at all times have priority over the vendor's use/service/etc.
- .9 Any work that may interfere with school activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.
- .10 No work within the confines of a secured building will be allowed without at least one designated Alief ISD employee present. The vendor must pay Alief ISD in advance for the cost of adding an employee to a building for after-hours work. Doors must not be propped open when working after-hours.
- .11 All vendors and their employees or agents must be cleared in advance in each building's main front office/receptionist area before entry into any Alief ISD building via the Raptor System. This system requires a driver's license or other state issued identification, and will run a check to determine whether the individual is clear to enter the building, and then prints a custom badge. Visitors are not allowed on campuses without this custom badge.
- .12 Visits to individual classrooms during instructional time shall be permitted only with the principal's and teacher's approval and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal classroom environment.
- .13 Solicitors are not permitted to call at individual schools without approval from the office of the Superintendent or designee.

### 9. PRICING

- .1 If requested, any Unit Prices must be FOB Destination Freight Prepaid and Allowed. Freight charges are the full responsibility of the vendor, and prices proposed must be fully inclusive of shipping and handling charges.
- .2 Invoices for awarded line items shall not reflect additional shipping charges. Prices shall include any new/updated product numbers/models to the item specified and will remain in effect for the duration of the contract.
- .3 Be advised that Request for Proposals (RFPs) may be negotiated; however pricing should be submitted as the vendor's best and final offer.
- .4 Prices submitted must be current and held firm for the duration of the contract, or less if otherwise stated in the contract documents.
- .5 Any price increases may be considered with written proof from the manufacturer. The effective date of any price increase honored by AISD will be thirty (30) calendar days from receipt of notification. Price increases shall not be retroactive. Vendors will be informed of acceptance of any price increase(s) per written approval from the Purchasing Department. Invoices with price changes that did not receive prior written approval from the Purchasing Department will not be honored.
- .6 Vendor shall provide the Purchasing Department immediate written notice in the event of a price decrease, and such decrease must be made available to Alief ISD no later than the new price is available on the open market.

### 10. INVOICING AND PAYMENT

The following actions are required when submitting an invoice for payment:

- .1 One invoice per Alief ISD Purchase Order.
- .2 Invoice shall reference the Alief ISD Purchase Order Number.
- .3 Invoice will be in duplicate
- .4 Invoice will only be paid for products/equipment/service delivered and accepted.
- .5 Per Texas Government Code §2251.021, the District has up to 30 days from the receipt of the invoice or receipt of the merchandise/service, whichever is later, to make payment without accruing any late charges.

### 11. TAXES

# ALIEF INDEPENDENT SCHOOL DISTRICT

## GENERAL TERMS AND CONDITIONS

The Alief ISD is exempt from all applicable Federal and State Taxes. Tax-exempt information will be furnished upon request.

### 12. INDEMNIFICATION, REMEDIES, AND APPLICABLE LAWS

- .1 Vendor agrees to protect, defend, indemnify, and hold harmless the District, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees and representatives, can or may be held liable as a result of injury (up to and including death) to persons or damage to property occurring by reasons of any acts or omissions of the Vendor, its employees, or agents, arising out of or connected with the Agreement. The Vendor shall not be required to indemnify the District or its agents, employees or representatives, when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.
- .2 This contract shall be governed by Alief ISD and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.
- .3 Vendor hereby assigns the purchaser any and all claims for overcharges associated with this contract under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

### 13. QUALITY, WARRANTY, AND SUBSTITUTIONS

Vendor will:

- .1 guarantee that all products or services supplied under this agreement are of high quality and meet or exceed Alief ISD specifications.
- .2 ensure that any goods delivered to the District will be new (unused, non-floor model, in original packaging, not remanufactured or refurbished) unless otherwise specified.
- .3 will uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified district location effective from the date of delivery.
- .4 obtain prior written approval from the Alief ISD Purchasing Department for any replacement and/or substitution of an item awarded by bid or outlined on a purchase order prior to delivery. Replacements and/or substitutions delivered to Alief ISD without expressed written consent may not be approved for payment.

### 14. EVALUATION CRITERIA

Alief ISD does not purchase on the basis of low prices alone. In considering a contract for award, the district evaluates the following:

- .1 Purchase price;
- .2 the reputation of the vendor and of the vendor's goods or services;
- .3 the quality of the vendor's goods or services;
- .4 the extent to which the goods or services meet the district's needs;
- .5 the vendor's past relationship with the district;
- .6 the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- .7 the total long-term cost to the district to acquire the vendor's goods or services;
- .8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - .1 has its principal place of business in this state; or
  - .2 employs at least 500 persons in this state; and
- .9 any other relevant factor specifically listed in this request for bids or proposals.

# **ALIEF INDEPENDENT SCHOOL DISTRICT**

## **GENERAL TERMS AND CONDITIONS**

It may be necessary for Alief ISD to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in this proposal and supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

When Federal funds are anticipated to be utilized for the purchase of goods and services provided for in the proposal, the following criteria and weights shall apply:

- .1 Total Cost- 45%
- .2 Extent the Proposal Response, Goods and Services meet any and all applicable requirements and specifications – 40%
- .3 Vendor Effectiveness, Past History and References – 15%

It is the District's perspective that the weighted criteria above represent all required criteria to be considered under applicable law and statute governing this procurement action.

15. COMPLIANCE WITH CLEAN AIR AND WATER ACT

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 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).

16. TEXAS HAZARD COMMUNICATIONS ACT

It is the policy of Alief ISD to comply with the Texas Hazard Communications Act. Therefore, it is necessary to require that all suppliers provide Alief ISD with a Material Safety Data Sheet (MSDS), if applicable, for all items sold to Alief ISD. This information shall be provided on an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent. A separate sheet shall be provided for each individual item (if required) when purchase is made as well as when the proposal is submitted.

17. EQUAL EMPLOYMENT OPPORTUNITY

All vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (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."

18. ASSIGNMENT DELEGATION

No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of Alief ISD.

19. TEXAS PUBLIC INFORMATION ACT

- .1 All vendor contracts shall be in compliance with Texas Government Code Chapter 552, otherwise known as the Texas Public Information Act (TPIA).
- .2 All documents submitted and communication regarding with this solicitation or any contract with the District is governed by the TPIA.
- .3 All documents submitted and communication regarding a vendor's proposal response to a solicitation will be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter B, Section §552.104.

# ALIEF INDEPENDENT SCHOOL DISTRICT

## GENERAL TERMS AND CONDITIONS

- .4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid or contract, whichever applicable, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- .5 Vendors should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this invitation. Alief ISD shall not be held liable for disclosure of information that is not prominently declared, marked, or communicated as proprietary and/or confidential. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

### 20. VENDOR SOLICITATION AND MARKETING

No vendor may personally solicit on Alief Independent School District property. At no time shall the vendor make "cold-call" solicitations within the District by means of telephone, email, or personal visits. Vendors may contact campus district personnel ONLY by means of written correspondence through traditional delivery service companies such as USPS, UPS, or FedEx. In the event District personnel identifies a need for products/services, a request will be made to the vendor for information/assistance at that time.

### 21. FELONY CONVICTION NOTIFICATION

Vendor represents that neither it nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred or should occur, vendor has advised or will advise Alief ISD in writing, the content of which shall include the full facts and circumstances surrounding the convictions. A publically-held company is exempt from this requirement.

### 22. CRIMINAL HISTORY RECORDS

Vendor certifies that it has obtained all criminal history record information through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT) as required by SB-9 & Texas Education Code §22.0834. Vendor certifies they understand that the District may terminate services at any time if it is determined by the District that criminal history information is not acceptable. Vendor agrees to notify the District in writing within 3 business days if arrest or adjudication for a disqualifying reason occurs during the contract term.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination

Vendor's employees may not require a criminal history if they:

- .1 will not have continuing duties related to the contracted services; and
- .2 will not have direct, unsupervised contact with students.

### 23. CONFLICT OF INTERESTS

Vendor certifies it has disclosed or will disclose in writing to Alief ISD all existing or potential conflicts of interest required under law relative to the performance of the contract in accordance with Texas Local Government Code §176.006 HB-23.

### 24. DISCLOSURE OF INTERESTED PARTIES

House Bill 1295 enacted by the 84th Texas Legislature requires the disclosure of Interested Parties for contracts with a public school district which requires an action or vote by the governing body, for all procurements in excess of stated value of \$1 million, and for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. Complete the form online at the Texas Ethics Commission website. Click the link below to access the instructions and to complete this required form. Upon completion, include executed, numbered certificate with your completed proposal or agreement. Failure to complete this form will cause delay or denial of execution of a contract with Alief ISD.

[Click here to the Texas Ethic Commission 1295 Form webpage](#)

Vendor agrees and warrants that, upon receiving contract award under a particular agreement, or receiving any AISD contract award, the vendor will submit to Alief ISD a fully executed Certificate of Interested Parties with this agreement or within 5 business days of request, and this form must be received prior to contract execution in accordance with Texas Government Code §2252.908.

### 25. NON-COLLUSION STATEMENT

# **ALIEF INDEPENDENT SCHOOL DISTRICT**

## **GENERAL TERMS AND CONDITIONS**

Vendor represents and warrants that, in accordance with Texas Government Code §2155.005, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Vendor.

### **26. ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Texas Government Code §2270.002, Vendor certifies that either (i) it meets an exemption criteria under Texas Government Code §2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification in its response.

### **27. FOREIGN TERRORIST ORGANIZATIONS**

Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

### **28. INSURANCE REQUIREMENTS**

Respondent's policies shall provide coverage for Workers Compensation, Commercial General Liability, Business Automobile Liability, and Umbrella Liability where requested by Alief ISD. When Insurance is required:

- .1 Alief ISD shall be designated as an Additional Insured as respects Commercial General Liability, Automobile Liability, and Umbrella Liability.
- .2 A Waiver of Subrogation shall be issued in favor of Alief ISD as respects Workers Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability.
- .3 Coverage is primary and non-contributory as respects to all policies.
- .4 The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to Alief ISD in the event of cancellation, material change or non-renewal.
- .5 The Contractor shall not commence any portion of the work under this contract until all the insurance required herein and certificates of such insurance have been filed and approved by Alief ISD.
- .6 There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds Alief ISD harmless.
- .7 The Contractor shall purchase and maintain in force the following kinds of insurance for operations under this contract and provide Alief ISD with a certificate of insurance as evidence. Copies of such insurance documents shall be part of the contract agreements and the Contractor shall maintain such in force throughout the term of any contract let by the District.
- .8 Casualty Insurance and Securities-Minimum Requirements:
  - .1 Successful contractor must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000.
  - .2 Comprehensive-General Liability Insurance (Occurrence basis only-Bodily Injury and Property Damage):
    - Each Occurrence-\$1,000,000
    - Aggregate-\$2,000,000
  - .3 Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance\* covering all owned, non-owned and hired vehicles:
    - Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
  - .4 Umbrella Liability Insurance (Excess): \$1,000,000

No deletions/exclusions from standard coverage form allowed without written consent of Alief ISD. The successful Respondent will have ten (10) business days from date of award to furnish the Alief ISD Purchasing Department the required insurance certificates. No work shall commence until a copy of your current insurance certificate is received/approved at the Purchasing Department, 12102 High Star, Houston, Texas 77072.

# ALIEF INDEPENDENT SCHOOL DISTRICT

## GENERAL TERMS AND CONDITIONS

When insurance is required, the above limits are the minimum required by Alief ISD. Additional coverages or higher limits may be requested in the bid documentation for certain services.

### 29. FEDERAL GRANT REQUIREMENTS

#### .1 Federal Award Contracts

- .1 All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:
  - .2 The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
  - .3 The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
  - .4 All services will be completed during the effective dates of the contract.
  - .5 All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
  - .6 The regulations for procurement in 2 CFR §200.318-323 are followed in issuing the contract.
  - .7 All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
  - .8 The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
  - .9 The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
  - .10 The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
  - .11 The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

#### .2 Vendor Violation Or Breach Of Contract Terms

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

#### .3 Termination For Cause Or Convenience

Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement is detailed in the section titled CONDITIONS OF CANCELLATION/TERMINATION

#### .4 Debarment And Suspension

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. (2 CFR 200.214)

If federally debarred or suspended, or becomes so classified, Vendor must divulge this information at the time of the contract execution or at any point during the life of the contract.

#### .5 Byrd Anti-Lobbying Amendment

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.

- .1 Pursuant to the Federal rule above, when Federal funds are expended by ALIEF ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by ALIEF ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable



# **ALIEF INDEPENDENT SCHOOL DISTRICT**

## **GENERAL TERMS AND CONDITIONS**

provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- .2 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.
  - .3 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.
  - .4 The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- 
- .6 Compliance With EPA Regulations  
When Federal funds are expended by ALIEF ISD for any contract resulting from this procurement process in excess of \$100,000, 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. 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.
  - .7 Compliance With Buy America Provisions  
Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases of domestic commodities or products made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
  - .8 Federal Record Retention Requirements  
When Federal funds are expended by ALIEF ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
  - .9 Profit/Price Negotiation  
For purchases using Federal funds in excess of \$250,000 and all purchases in which there is no competition, Alief ISD is required to negotiate profit as a separate element of the price. (See 2 CFR 200.324). **When required by the District, Vendor agrees to provide information and negotiate regarding profit as a separate element of the price for any particular purchase.**
  - .10 Solid Waste Disposal Act  
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when Federal funds are expended by Alief ISD, the vendor certifies that during the term of an award for all contracts by Alief ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.
  - .11 Right To Inventions Made Under A Contract Or Agreement  
Vendor certifies that if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

# ALIEF INDEPENDENT SCHOOL DISTRICT

## GENERAL TERMS AND CONDITIONS

Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

.12 Compliance With The Energy Policy And Conservation Act

When Federal funds are expended by ALIEF ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

.13 Prohibition of Text Messaging and Emailing While Driving

Executive Order 13513, “Federal Leadership On Reducing Text Messaging While Driving” prohibits personnel funded from federal Grants and their subcontractors and Subgrantee from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving whilst conducting Official Federal Grant Business.

.14 Compliance with the Davis Bacon Act and Copeland “Anti-Kickback” Act

For a federally funded prime construction contract in excess of \$2,000, the vendor agrees to fully comply with the Davis Bacon Act. This act states that 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. ([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 addition, compliance with the Copeland “Anti-Kickback” Act is required on any 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 sub recipient 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. ([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”])

.15 Compliance with the Contract Work Hours and Safety Standards Act

The vendor must comply with the Contract Work Hours and Safety Standards Act if applicable. 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.

.16 Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. (2 CFR 200.316)

.17 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, the district should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. (2 CFR 200.322)

## **ALIEF INDEPENDENT SCHOOL DISTRICT GENERAL TERMS AND CONDITIONS**

.18 Prohibition on certain Telecommunications and Video Surveillance Services or Equipment

Grant subrecipients are prohibited from obligating or expending grant funds to procure or obtain equipment, services, or systems that uses telecommunications equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system. (200 CFR 200.216)

