

# Amazon.com Services LLC (Amazon Business)

## Contract Category:

**Contract Number:** 22/045KN-01

## Contract Terms:

**Initial Award Date:** August 17, 2022

**1<sup>st</sup> Renewal Start Date:** August 17, 2023

**2<sup>nd</sup> Renewal Start Date:** August 17, 2024

**3<sup>rd</sup> Renewal Start Date:** August 17, 2025

**Current Expiration Date:** August 16, 2026

**Renewals Remaining:** 1

## CP Contract Manager:

**Monique Francis**

[monique@choicepartners.org](mailto:monique@choicepartners.org)

713-316-4259

**Contract Partner:** Amazon.com Services LLC (Amazon Business)

 **Contract Partner Web Site:**  
<http://business.amazon.com>

**Approved Market Area:** National

## APPROVED PRODUCT OR SERVICE:

**\*Note: Choice Partners is currently working with Amazon to update their federal certifications to ensure compliance with the recent revisions made by OMB that went into effect October 1, 2024. The revisions apply to grants awarded on or after 10.1.2024, so CP members using federal funds on existing grants are still in compliance by using these contracts.\***

Simplify buying for public sector procurement. Customers enjoy business-only pricing with quantity price breaks reserved for Amazon Business accounts. Amazon Business is an Online Marketplace for millions of products which includes, but is not limited to, the following 11 categories: Agriculture, Apparel, Art/Classroom, Athletic, Books, CTE/Vocational Teaching Materials, Food Service, Health/Medical, Musical Instruments, Office, and Technology. If you know who your Amazon Advisor is, you can contact them directly. If you don't know who it maybe, you can email [choicepartners-publicsector@amazon.com](mailto:choicepartners-publicsector@amazon.com) \*  
NOTE: No need to report activity in the Order Portal! Amazon will do their own self-reporting.

**MWBE/HUB Status:** Not Certified

## ABOUT THIS PARTNER:

Amazon Business helps you reshape buying by combining the selection, convenience, and value you expect from Amazon, with features that transform everyday operations. This online store provides tools to guide

users to preferred products, approval workflows, analytics, seller certifications, and flexible account settings. Access hundreds of millions of products from hundreds of thousands of suppliers across multiple product categories like office supplies, IT products, MRO, and more all in one place.



May 23, 2024

**Subject: Contract Renewal for 22/045KN for Online Marketplace for Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:


Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire on **August 16, 2024**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 17, 2024**.

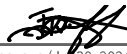
If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> by **lonwave due date**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns or need to discuss this contract renewal, please contact Monique Francis via e-mail at [monique@choicepartners.org](mailto:monique@choicepartners.org).

Sincerely,

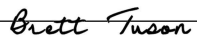
  
 Jeff Drury, Director  
 Choice Partners  
 A division of Harris County Department of Education

  
 Jesus Amezcua (Jul 30, 2024 21:33 CDT)

Jul 30, 2024

Jesus J. Amezcua, PhD., CPA, RTSBA  
 Assistant Superintendent for Business Services  
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Amazon Business Services LLC (DBA: Amazon Business)
Authorized Signature:	 91209151964544E...
Print Name:	Brett Tuson
Title:	Authorized Signatory
Date:	July 17, 2024
Address:	410 Terry Avenue North
City, State, Zip Code:	Seattle, WA 98109-5210
Phone:	888-281-3847
Email Address:	Tom Wilson, Sr. Business Contracts Manager - <a href="mailto:tthowl@amazon.com">tthowl@amazon.com</a>



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) AMAZON.COM SALES, INC.	
	<b>2</b> Business name/disregarded entity name, if different from above. AMAZON.COM SERVICES LLC	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>E</u>  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. PO BOX 81207	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code SEATTLE, WA 98108-1207	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
9	1	-	2	0	0	0	4	7	1

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	DocuSigned by: <i>Michael Norman</i>	Date	3/19/2024
	3FB883E77C61416...			

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**HARRIS COUNTY DEPARTMENT OF  
EDUCATION VENDOR QUESTIONNAIRE**

(Please check ALL appropriate boxes below)

**CERTIFICATION OF RESIDENCY**

**The following provision does not apply to a contract involving federal funds.**

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HCDE to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder:  Yes  No

City and state of vendor's principal place of business: Seattle, WA

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED  
BUSINESSES (HUB), AND DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB), Minority/Women Business Enterprise (MWBE), or Disadvantaged Business Enterprise (DBE) entities are encouraged to indicate their HUB, MWBE, and DBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)  Yes  No

Vendor certifies that this firm is a HUB (Required by some participating agencies)  Yes  No

Vendor certifies that this firm is a DBE (Required by some participating agencies)  Yes  No

Please scan a copy of MWBE, HUB, and/or DBE certification letter(s) and the percentage of your business with MWBE, HUB, and/or DBE suppliers, if applicable, in your proposal response in the Response Attachments section of the HCDE eBid System.

**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE, HUB, and/or DBE certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: Amazon.com Services LLC

Address, City, State, and Zip Code: 410 Terry Avenue North, Seattle, WA 98109-5210

Phone Number: 737-402-8791 Fax Number: N/A

Printed Name and Title of Authorized Representative: Brett Tuson; Director, Amazon Business Public Sector

Email Address: zpenny@amazon.com DocuSigned by:

Signature of Authorized Representative: *Brett Tuson*  
91209151964544E...

Date: July 16, 2024



**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PROPOSER/VENDOR CERTIFICATION FORMS**

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

<sup>DS</sup>  
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Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, Vendor, as Amazon.com Services LLC d/b/a Amazon Business hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

<sup>DS</sup>  
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Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING CONTRACTING INFORMATION**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by HCDE or a CP member; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by HCDE or a CP member in a fiscal year of HCDE or the purchasing CP member, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov’t Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement 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.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member for the duration of the Agreement; (2) promptly provide to HCDE or the purchasing CP member any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HCDE or the purchasing CP member; and (3) on completion of the Agreement, either (a) provide at no cost to HCDE or the purchasing CP member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member. Notwithstanding anything contrary in the foregoing, HCDE or a CP member will inform Vendor it must satisfy its obligations under Subchapter J, Chapter 552 and will work in good faith with Vendor to meeting the obligations. Under no circumstance will Vendor be required to satisfy these obligations without the reasonably requested assistance of HCDE or a CP member.

<sup>DS</sup>  
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Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following



certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, as Amazon.com Services LLC d/b/a Amazon Business or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(49).

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Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) HCDE or a CP member has determined that Vendor is not a sole-source provider or HCDE or a CP member has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

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Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

HCDE and many CP members are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by HCDE or a CP member for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly



controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

N/A Initials of Authorized Representative of Vendor, if applicable

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**CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED**

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Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of HCDE or of any other school district in obtaining a new job if the Vendor knows that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. See HCDE Policy CJ (Legal) and (Local).

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Initials of Authorized Representative of Vendor



**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200**

The following provisions are required and apply when federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between HCDE or any CP member and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

**(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 federal funds are expended by HCDE or any CP member, HCDE/CP member 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 BT 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 federal funds are expended by HCDE or any CP member, HCDE/CP member 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; (4) ) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or HCDE/CP. HCDE/CP member also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if HCDE/CP member believes, in its sole discretion that it is in the best interest of HCDE/CP member to do so. The vendor will be compensated for work performed and accepted and goods accepted by HCDE/CP member as of the termination date if the contract is terminated for convenience of HCDE/CP member. Any award under this procurement process is not exclusive and HCDE/CP member reserves the right to purchase goods and services from other vendors when it is in the best interest of HCDE/CP member.

Does vendor agree? YES BT 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 federal funds are expended by HCDE or CP member on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES BT Initials of Authorized Representative of vendor



**(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 federal funds are expended by HCDE or any CP member, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES BT 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 federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES BT 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 HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the 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 DS  
BT

**(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 \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). 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 HCDE or any CP member and where HCDE or any CP member makes an upfront commitment of \$150,000 in a contract, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the 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 DS  
BT

**(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 HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to HCDE/CP if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE/CP may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE/CP knows the certification is erroneous.

Does vendor agree? YES  Initials of Authorized Representative of vendor DS  
BT

**(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 HCDE or any CP member, the vendor certifies that during the term and after the awarded term of an award for all contracts by HCDE/CP member 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 by or 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 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.
- (3) 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 certificate 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.

Does vendor agree? YES  Initials of Authorized Representative of vendor BT

**(J) Procurement of Recovered Materials – When federal funds are expended by HCDE or any CP member, HCDE/CP members and their 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 of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended HCDE or any CP member, 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 BT

**(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – Only to the extent that Vendor is subcontracting, when federal funds are expended by HCDE or any CP member, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations 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 BT

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**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215**

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When federal funds are expended by HCDE or any CP member for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, HCDE or CP member will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor



certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. HCDE or CP member has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES  <sup>DS</sup> BT Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216**

HCDE or CP member, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that it is registered with the U.S. federal government’s System for Award Management (SAM) which includes a certification that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as a critical technology as part of any system.

Does vendor agree? YES  <sup>DS</sup> BT Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334**

When federal funds are expended by HCDE or any CP member 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 subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES  <sup>DS</sup> BT Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process where HCDE or any CP member makes an upfront commitment in excess of \$100,000, the vendor certifies that to the best of its knowledge 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.

Does vendor agree? YES  <sup>DS</sup> BT Initials of Authorized Representative of vendor



**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process, the vendor certifies that the vendor will utilize system to support compliance with applicable 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).

Does vendor agree? YES  Initials of Authorized Representative of vendor BT

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of HCDE (and most CP members) not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. 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 BT

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322**

As appropriate and to the extent consistent with law, HCDE or CP member 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 including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must 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.

Does vendor agree? YES, only to the extent applicable  Initials of Authorized Representative of vendor BT

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

Vendor agrees that HCDE, CP member(s), Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Such access will only be granted if Vendor is given advanced notice of the request and Vendor has agreed to the scope of the access in advance. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Provided that notice to the Vendor is given, Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and



transcriptions as reasonably needed only to the extent Vendor has agreed to the scope of the access beforehand. 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 BT 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, if applicable.

Does vendor agree? YES BT Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES BT Initials of Authorized Representative of vendor

**To the best of its knowledge and belief, Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: Amazon.com Services LLC d/b/a Amazon Business

Address, City, State, and Zip Code: 410 Terry Avenue North, Seattle, WA 98109-5210

Phone Number: 737-402-8791 Fax Number: N/A

Printed Name and Title of Authorized Representative: Brett Tuson, Director, Amazon Business Public Sector

Email Address: zpenny@amazon.com

DocuSigned by:  
*Brett Tuson*  
91209151964544E...

Signature of Authorized Representative: \_\_\_\_\_

July 16, 2024

Date: \_\_\_\_\_



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