

# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

## CERTIFICATION AND ACKNOWLEDGMENT OF FEDERAL CONTRACT PROVISIONS

|                     |               |                     |                     |
|---------------------|---------------|---------------------|---------------------|
| <b>Bid/RFP No.:</b> | <b>103-27</b> | <b>Description:</b> | Expendable Products |
|---------------------|---------------|---------------------|---------------------|

This procurement is funded in whole or in part with federal funds, including U.S. Department of Agriculture child nutrition program funds. By signing below, the Bidder acknowledges that it has read each provision listed, makes the certifications stated below, and agrees to comply with all applicable provisions if awarded a contract. The full text of each provision appears in the bid documents and will be incorporated into any resulting contract.

**This form must be returned with the bid.** Failure to return a completed and signed form may result in the bid being rejected as non-responsive.

### Part A. Contract Provisions

*Initial each item to show you have read it and agree to comply.*

| Initials | Provision                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>1. Termination for Cause.</b> Bidder understands that the District may terminate the contract for cause as stated in the bid documents, including immediate termination where a food safety, health, or student welfare risk exists, and that the Bidder may be liable for excess costs of replacement goods or services.                                                                    |
|          | <b>2. Buy American.</b> Bidder will comply with 7 CFR 210.21(d) and 7 CFR 220.16(d); will identify the country of origin for all products offered; will identify any non-domestic item in its bid; and will not deliver any non-domestic item without prior written approval of the District.                                                                                                   |
|          | <b>3. Clean Air Act / Federal Water Pollution Control Act / Energy Efficiency.</b> Bidder will comply with all applicable standards, orders, and regulations issued under 42 U.S.C. 7401 et seq. and 33 U.S.C. 1251 et seq., will report violations to the District, and will comply with applicable energy efficiency standards under 42 U.S.C. 6201 et seq. <i>[Contracts over \$150,000]</i> |
|          | <b>4. Nondiscrimination.</b> Bidder will comply with all applicable federal, state, and local nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, Title VII, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Alaska Statute 18.80, and will include this requirement in all subcontracts.                                               |
|          | <b>5. Access to Records.</b> Bidder will allow the District, the Alaska Department of Education & Early Development, the U.S. Department of Agriculture, the Comptroller General of the United States, and their authorized representatives access to all books, documents, and records related to this contract, and will retain those records for [three (3)] years after final payment.      |

## Part B. Certifications

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### Debarment, Suspension, and Ineligibility *(2 CFR Parts 180 and 417)*

Initials: \_\_\_\_\_

The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions by any federal department or agency. The Bidder will notify the District immediately if this status changes during the contract. The Bidder understands that the District will verify this status in SAM.gov.

### Lobbying *(31 U.S.C. 1352; contracts over \$100,000)*

Initials: \_\_\_\_\_

The Bidder certifies that: (a) no federal appropriated funds have been or will be paid, by or on behalf of the Bidder, to any person to influence or attempt 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 this contract; (b) if any funds other than federal appropriated funds have been or will be paid for such purposes, the Bidder will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and (c) the Bidder will require that this certification be included in the award documents for all subcontracts over \$100,000 and that all such subcontractors certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made. Submission of this certification is a prerequisite for making or entering into this contract.

## Part C. Subcontractors

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Initials: \_\_\_\_\_

The Bidder will include all applicable provisions and certifications above in every subcontract and purchase order under this contract, and will require lower-tier subcontractors to do the same.

## Part D. Signature

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I certify that I am authorized to sign on behalf of the Bidder, and that the statements and certifications above are true and correct. I understand that false certification may result in rejection of the bid, termination of any contract awarded, and other remedies available to the District and the federal government.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_