



VENDOR CERTIFICATION

FEDERAL GRANT COMPLIANCE

These provisions apply to the procurement of goods and services using funds under a Federal grant or contract. Specific Federal laws, regulations, and requirements may apply in addition to those under state law; this includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance"), Federal Acquisition Regulations "FAR," or Education Department General Administrative Regulations, "EDGAR". All Vendors desiring to contract with the District (buyer) must complete this Federal Grant Compliance Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds. These terms and conditions shall be inherently incorporated into all other agreements made between the buyer and seller.

RE: [Title 2 Grants and Agreements](#)

Part / Section

Subtitle A Office of Management and Budget Guidance for Grants and Agreements

1 – 299

Chapter II Office of Management and Budget Guidance

200 – 299

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page.

1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the [simplified acquisition threshold](#), contracts 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.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

YES, I agree.

NO, I do not agree.

2. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, I agree.

NO, I do not agree.

3. Equal Employment Opportunity:

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

- YES, I agree. NO, I do not agree.
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4. Davis-Bacon & Anti-Kickback:

Where applicable, for all construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [Sam.gov](#). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). 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.

- YES, I agree. NO, I do not agree.
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5. Contract Work Hours and Safety Standards:

Where applicable, for all purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

- YES, I agree. NO, I do not agree.
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6. Copyright to Inventions Made Under a Contract or Agreement:

Where applicable, and 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," copyrights, and any implementing regulations issued by the awarding agency. The buyer shall be granted access to any books, documents, papers, and records of the seller which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Sellers' records shall be retained for three (3) years after final payment.

- YES, I agree. NO, I do not agree.
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7. Clean Air Act and Federal Water Pollution Control Act:

Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- YES**, I agree. **NO**, I do not agree.
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8. Debarment and Suspension:

A contract award or order 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 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- YES**, I agree. **NO**, I do not agree.
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9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used 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 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

- YES**, I agree. **NO**, I do not agree.
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10. Procurement of Recovered Materials:

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. 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 exceeded \$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.

- YES**, I agree. **NO**, I do not agree.
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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

- YES**, I agree. **NO**, I do not agree.
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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

- YES**, I agree. **NO**, I do not agree.
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13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

- YES**, I agree. **NO**, I do not agree.
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14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

- YES**, I agree. **NO**, I do not agree.
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For the Supplier:

Authorized Signature: _____ Date: _____