

**REQUIRED FEDERAL AND STATE CONTRACT PROVISIONS
CHILD NUTRITION PROGRAM FORMAL PROCUREMENTS
STATE OF KANSAS**

Standardized Compliance Attachment

This Attachment is incorporated into and made part of this solicitation and any resulting contract funded in whole or in part with Child Nutrition Program funds, including as applicable the National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Child and Adult Care Food Program, and Summer Food Service Program. These provisions are required pursuant to 2 CFR part 200, Subpart D and Appendix II, applicable USDA regulations at 7 CFR parts 210, 220, 225, and 226, and applicable Federal and State statutes.

By submitting a bid, quote, or proposal, and by entering into a contract if awarded, the Contractor agrees to comply with all provisions contained in this Attachment, as applicable based on the nature and dollar value of the contract. The Contractor is responsible for ensuring subcontractor compliance and remains liable for violations by subcontractors. For purposes of this Attachment, "Sponsor" means the non-Federal entity issuing the solicitation, and "Contractor" means the successful bidder or offeror.

The Contractor shall include all applicable provisions of this Attachment in any subcontracts funded in whole or in part under this award. This Attachment applies regardless of the type of products or services being procured and shall govern in the event of any conflict unless otherwise stated in the solicitation.

ACCESS TO RECORDS AND RECORD RETENTION

The Contractor shall provide access to all books, documents, papers, and records related to this contract to the Sponsor, State agency, United States Department of Agriculture, United States Comptroller General, and other authorized Federal representatives for audit, examination, site visit, or review purposes, in accordance with 2 CFR 200.337.

All records related to this contract shall be retained for a minimum of three years from the date the Sponsor submits its final expenditure report, or longer if required due to audit, investigation, litigation, or other unresolved matters. These requirements apply to all subcontractors.

**KANSAS OPEN RECORDS ACT
(K.S.A. 45-215 ET SEQ.)**

The Contractor acknowledges that records relating to this contract may be subject to disclosure under the Kansas Open Records Act, K.S.A. 45-215 et seq. All documents submitted in response to this solicitation shall be considered public records unless a specific exemption applies under Kansas law. If the Contractor believes any portion of its submission is exempt from disclosure, the Contractor must identify such information and cite the applicable statutory exemption at the time of submission. The Sponsor retains sole responsibility for determining disclosure. Pricing information submitted in response to this solicitation is generally not exempt from disclosure under Kansas law.

ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES FOR BREACH

If the Contractor fails to comply with the terms and conditions of the contract, the Sponsor may pursue administrative, contractual, or legal remedies, including but not limited to written notices of deficiency, withholding of payment, suspension, termination, re-procurement at the Contractor's expense, or any other remedies allowable under law.

BUY AMERICAN PROVISION

This provision applies Shawnee Heights USD 450 as a Sponsor operating the National School Lunch Program, School Breakfast Program, and the Afterschool Snack Program under National School Lunch Program authority, in accordance with 7 CFR 210.21(d). Buy American applies to all consumable food and beverage items, including but not limited to fruits, vegetables, spices, seasonings, condiments, sauces, coffee, and tea.

All products must be substantially grown, processed, and produced in the United States. A food item is considered domestic when more than 51 percent of the final product, by weight or volume, consists of agricultural commodities grown in the United States. Vendors are required to offer domestic products whenever they are available, regardless of price. Only the Sponsor may determine whether a non-domestic product may be purchased. Allowable exceptions include nonavailability or when the Sponsor documents that a domestic product is significantly more expensive.

Vendors must clearly identify any items that are seasonally domestic or never domestic at the time of solicitation. Items not identified will be presumed to be domestic and available year-round. Documentation verifying compliance may be requested at any time during the program year. Failure to comply may result in required substitution at the vendor's expense or termination of the contract for repeated non-compliance.

DOMESTIC PREFERENCES FOR NON-FOOD ITEMS

To the greatest extent practicable, the Contractor shall provide a preference for goods, products, and materials produced in the United States, in accordance with 2 CFR 200.322. This requirement shall be included in applicable subcontracts.

BYRD ANTI-LOBBYING AMENDMENT

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

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

1. No Federal appropriated funds have been paid or will be paid 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. 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.

CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

As required by USDA, the undersigned certifies the following: (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, the vendor, am in compliance 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 Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State energy conservation plans issued under the Energy Policy and Conservation Act.

DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT

(40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(40 U.S.C. 3701-3708). 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.

DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877- 8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632- 9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410.
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

EQUAL EMPLOYMENT OPPORTUNITY

For any federally assisted construction work under this contract, the Contractor shall comply with Executive Order 11246 and implementing regulations. The Contractor shall not discriminate in employment based on race, color, religion, sex, sexual orientation, gender identity, or national origin and shall take affirmative steps to ensure equal employment opportunity.

SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The Contractor acknowledges that the Sponsor must take affirmative steps to ensure participation by small businesses, minority-owned businesses, women-owned businesses, veteran-owned businesses, and labor surplus area firms. These steps shall also apply to subcontracting opportunities.

HAZARD ANALYSIS AND CRITICAL CONTROL POINTS

Schools that participate in the USDA National School Lunch and School Breakfast Programs must implement Hazard Analysis and Critical Control Point (HACCP) procedures. As part of this new requirement, school food service directors/managers must take necessary measures to ensure the purchase and receipt of safe food for students. To this end, Shawnee Heights USD 450 Food Service department staff will be monitoring temperatures of all potentially hazardous foods as they are delivered to our schools.

In addition, we must be assured that the products we receive from our vendors meet the standards for safe food handling. Our guidance requires that we receive from our vendors, a letter which states that your food distribution company has a HACCP plan in place and that your company follows safe food handling procedures. Additional information concerning the safety of the foods provided by our vendors will be required documentation.

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 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 Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. g agency and the Regional Office of the Environmental Protection Agency (EPA).

FELONY NOTIFICATION

The undersigned affirms this company is ___ / ___ is NOT owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly-held corporation.

INSURANCE AND LICENSURE

The apparent successful proposer may be required to provide proof of adequate worker’s compensation and public liability insurance coverage before entering into a contract. The school system may require the same to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide requested proof, in a form acceptable to the school system, shall be grounds for disqualification of proposal and terminations of contract negotiations. The school system may require any or all proposers to provide evidence of all necessary, applicable business or professional licenses.

NON-COLLUSION STATEMENT

By submitting an offer, the Contractor certifies that the bid or proposal was arrived at independently, without collusion, and that no attempt has been made to restrict competition. The individual signing the offer certifies that they are authorized to bind the Contractor.

PROCUREMENT OF RECOVERED MATERIALS

The Contractor shall comply with the Solid Waste Disposal Act and 2 CFR 200.323 by providing products with the highest practicable percentage of recovered materials for EPA-designated items, when applicable, and by supporting energy and resource recovery efforts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor shall not use funds under this award to procure, obtain, extend, or renew a contract for equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component or as critical technology, in accordance with 2 CFR 200.216 and applicable Federal law.

The Contractor shall notify the Sponsor upon discovery of prohibited equipment or services and shall ensure this requirement is included in all subcontracts.

TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Sponsor may terminate the contract in whole or in part for cause if the Contractor fails to comply with contract terms, fails to make satisfactory progress, or violates applicable laws. Written notice will be provided stating the reason for termination and the effective date.

The Sponsor may terminate the contract for convenience when it is in the Sponsor’s best interest, including funding reductions. The Contractor shall be compensated for acceptable goods and services provided through the effective date of termination. Termination may also occur if the contract is no longer allowable under Child Nutrition Program regulations.

ACCEPTANCE

Execution of a contract resulting from this solicitation constitutes acceptance and incorporation of all applicable provisions contained in this Attachment.

Attachments:

Certification Regarding Lobbying: Byrde Anti-Lobbying Amendment
Debarment and Suspension Form
Vendor Questionnaire
Signature and Checklist
Request for Price Change (with RFP)
Form Request for Substitution Form (with RFP)