West Ada SCHOOL DISTRICT

Preparing Today's Students for Tomorrow's Challenges

Joint School District #2

Attachment 1

Federal and Idaho Law Acknowledgements

1303 E. Central Drive, Meridian, ID 83642 • Phone: 208-855-4500

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ACKNOWLEDGEMENT OF IDAHO NO PUBLIC FUNDS FOR ABORTION ACT IDAHO CODE 18-8701 – 18-8711 Disclosure of Abortion Related Matters

Joint School District No. 2, dba West Ada School District (District) is subject to the No Public Funds for Abortion Act, Idaho Code Title 18, Chapter 87 (the "Act") and District employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. West Ada School District requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use District facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

ANTI-COLLUSION CERTIFICATION

I hereby certify any proposal that was developed and prepared for West Ada School District is without any collusion with any competing vendor or District employee. The content of any proposal(s) has not been disclosed to any competing or potentially competing vendor prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership, or corporation to submit or withhold a proposal has been made.

ANTI-LOBBYING CERTIFICATION (Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352; 2 CFR Part 200, Appendix II(I))

This section applies to any award exceeding $100,000 that is funded in whole or in part with federal funds.

(a) Contractor certifies, to the best of its knowledge and belief, that no federally appropriated funds have been or will be paid by or on behalf of Contractor 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 obtaining any federal contract, grant, loan, cooperative agreement, or other award covered by 31 U.S.C. 1352, or the extension, continuation, renewal, amendment, or modification of any of them.

(b) If any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence any of the persons listed in paragraph (a) in connection with an award under this Contract, Contractor shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, to the District in accordance with its instructions.

(c) Contractor shall include this section in every subcontract and subaward at any tier that exceeds $100,000 and shall require each such subcontractor to make the same certification and disclosure.

(d) Each tier shall forward its certification and any disclosure to the tier above it, so that disclosures reach the District and, through it, the participating agency and the non-federal award.

CERTIFICATION CONCERNING BOYCOTTS

Pursuant to Idaho Code 67-2346, if aggregate payments under a contract/agreement exceed one hundred thousand dollars ($100,000) and the Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not, for the duration of the contract/agreement, engage in a boycott of goods or services from Israel or territories under its control. The terms in this Certification are defined in Idaho Code 67-2346 and shall have the meaning defined therein.

Pursuant to Idaho Code 67-2346A, if aggregate payments under a contract/agreement exceed one hundred thousand dollars ($100,000) and the Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not, for the duration of the contract/agreement, engage in a boycott of any individual or company because the individual or company:

Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or

Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302 (2) (d), Idaho Code.

By signing below, I certify and verify that Contractor/Vendor does not engage in the boycott of goods or services from Israel or territories under Israel's control OR boycott of individuals or companies that engages/supports the items listed above and that Contractor/Vendor will not engage in the boycott of goods or services from Israel or territories under Israel's control OR any individuals or companies from the above named sectors during the term of any contract awarded to Contractor/Vendor from Joint School District No. 2, dba West Ada School District, I further certify that this certification is true, complete, and accurate, and that I am authorized by my company to make this certification.

CERTIFICATION REGARDING CHINA

Pursuant to Idaho Code 67-2359, an Idaho public entity may not enter into a contract with a company for the acquisition or disposal of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China/People's Republic of China and will not for the duration of the contract be owned or operated by the government of China/People's Republic of China. The terms in this Certification are defined in Idaho Code 67-2359 and shall have the meaning defined therein.

I certify that my company is not owned or operated by the government of China/People's Republic of China. If during any point during the contractual relationship the Company becomes owned or operated by the government of China/People's Republic of China, the Company has an affirmative obligation to disclose such status change to the District. If at any point during the Contract term(s) with Joint School District No. 2, dba West Ada School District, my company can no longer validate this certification, the Contract shall be declared void, and any Contract extension(s) shall not be tendered. I further certify that this certification is true, complete, and accurate and that I am authorized by my company to make this certification.

CERTIFICATION REGARDING RACIALLY DISCRIMINATORY DEI ACTIVITIES ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS Executive Order 14398 (March 26, 2026)

When federal funds are expended by Joint School District No. 2, dba West Ada School District, and to the extent applicable to the award, Contractor certifies that it does not engage in racially discriminatory diversity, equity, and inclusion ("DEI") activities as defined in Executive Order 14398, Addressing DEI Discrimination by Federal Contractors, dated March 26, 2026. Racially discriminatory DEI activities include disparate treatment based on race or ethnicity in recruitment, employment practices, contracting, program participation, or the allocation or deployment of an entity's resources.

Contractor further certifies that it will not engage in such racially discriminatory DEI activities during the term of any contract awarded by West Ada School District that is subject to applicable federal requirements. Contractor agrees to provide information, records, and reports reasonably required to demonstrate compliance with this certification and applicable federal requirements.

Contractor acknowledges that failure to comply with this certification may result in cancellation, termination, or suspension of the contract, and may subject Contractor to additional remedies available under applicable federal law and regulations.

I further certify that this certification is true, complete, and accurate, and that I am authorized by my company to make this certification on behalf of the Contractor.

CLEAN AIR ACT (42 U.S.C 7401-7671q) and 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 42 U.S.C 7401-7671Q and 33 U.S.C 1251-1387, when federal funds are expended by West Ada, the vendor certifies that during the term of an award for all contracts by West Ada resulting from this procurement process, the vendor agrees to comply with all applicable requirements.

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.

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Pursuant to 40 U.S.C. 3701-3708, when federal funds are expended, the vendor certifies that during the term of an award for all contracts by West Ada School District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

DAVIS-BACON ACT, (40 U.S.C. 3141-3148) as amended

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 40 U.S.C. 3141-3148, when federal funds are expended by West Ada, 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.

DEBARMENT AND SUSPENSION CERTIFICATION

I hereby certify that my company has not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. I fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

DOMESTIC PREFERENCES FOR PROCUREMENT (2CFR 200.322)

As appropriate and to the extent consistent with law, Contractor and each participating agency should, to the greatest extent practicable under a federal award, provide 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. Contractor shall include this requirement in every subcontract and purchase order for products supplied under this Contract with federal funds. For purposes of this section:

1. "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.

2. "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.

ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by West Ada for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub.L.94-163,89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I hereby certify to the District that my company and the subcontractors we hire will comply with the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

IDAHO/NATIONAL SEX OFFENDER REGISTRY

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. West Ada School District Policy 504.81 reads, in part:
State law prohibits a person who is currently registered or is required to register under the sex offender registration act to be on or remain on the premises of a school building or school grounds, or upon other properties posted with a notice that they are used by a school, when the person believes children under the age of 18 years are present and are involved in a school activity or when children are present within 30 minutes before or after a school activity.

As a provider of goods and/or services to West Ada School District, your company and those in your employment are subject to this law and district policy.

I hereby certify to the District that my company will prohibit any persons in my employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property.

Further, I confirm that we have cross checked such employees against the Idaho Sex Offender Registry and the National Sex Offender Registry found at the following web links:
www.isp.idaho.gov/sor_id/ http://www.nsopr.gov/

In addition, I agree to provide WASD with a list of all employees (first, middle, last name and birthdate) assigned to work on WASD property if my company is awarded the project and will provide updated lists if/when new employees are assigned to the project. Further, I agree to provide lists of all subcontractor employees to WASD and will provide updated lists if/when new subcontractor employees are assigned to

the project. Please send the list of employees via email to procurement@westada.org or submit in person to Kim Harp at the District Service Center.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year 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.

Pursuant to 2 CFR § 200.323, when federal funds are expended by West Ada for any contract resulting from this procurement process, the vendor certifies that it will comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended.

To the greatest extent practicable and consistent with law, Contractor shall offer products and services that can be reused, refurbished, or recycled, that contain recycled content, that are biobased, or that are energy and water efficient.

See Executive Order 14057, section 101, Policy. [Executive Order 14057 was rescinded on January 20, 2025]

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216; Section 889, John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232)

Recipients and subrecipients of federal awards are prohibited from obligating or expending federal funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232).

Pursuant to 2 CFR § 200.216, the vendor certifies that it does not use covered telecommunications equipment or services, as described in Section 889 of the FY2019 NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, and will not enter into a contract with West Ada to provide such covered equipment or services.

RECORD RETENTION REQUIREMENTS for contracts paid for with Federal Funds (2 CFR §200.334)

When federal funds are expended under this Contract, Contractor shall retain all records, documents, communications, and other written materials pertaining to this Contract and to purchases made under it for the longer of (a) three years from the date the participating agency submits its final expenditure report or, for awards renewed quarterly or annually, its quarterly or annual financial report, as provided in 2 CFR 200.334, or (b) four years following termination of this Contract or final payment, whichever is

later, as provided in Terms and Conditions paragraph 48. Contractor shall keep the records for any longer period needed to resolve audits, litigation, claims, or other pending matters, and shall make them available to the District, the participating agency, and federal and state oversight authorities on request.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. This threshold is subject to inflation adjustment by the Councils approximately every five years; Contractor should confirm the current figure at the time of contract execution.

Pursuant to this federal rule, when federal funds are expended by West Ada, West Ada 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.

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 this federal rule, when federal funds are expended by West Ada, West Ada 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. West Ada also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if West Ada believes, in its sole discretion, that it is in the best interest of West Ada to do so. The vendor will be compensated for work performed and accepted and goods accepted by West Ada as of the termination date if the contract is terminated for convenience of West Ada. Any award under this procurement process is not exclusive and West Ada reserves the right to purchase goods and services from other vendors when it is in the best interest of West Ada.

Acknowledged & Agreed to by (Print Name):_____

Title: _____

Signature of Authorized Company Official:_____

Company Name: _____

Date: _____

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