

ATTACHMENT IV

**NEW MEXICO DEPARTMENT OF HEALTH (NMDOH),
ARKANSAS DEPARTMENT OF HEALTH (ADH)
AND NORTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES (NCDHHS)**

**SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN,
INFANTS AND CHILDREN (WIC)
WIC INFANT FORMULA REBATE INITIATIVE
CONTRACTOR CERTIFICATION**

CONTRACTOR _____

The undersigned authorized official of the above listed infant formula manufacturer (contractor) certifies:

1. That the contractor has read and understands all requirements and specifications of the Request for Proposals, all attachments and the State's sample contracts, including any amendments made by the States prior to the deadline for the submission of proposals.
2. That the contractor agrees to all requirements, specifications, terms and conditions of the Request for Proposals, all attachments and the State's sample contracts, including any amendments made by the States prior to the deadline for the submission of proposals.
3. That the contractor, its principals, officers and employees have not been debarred or otherwise sanctioned by any governmental entity (federal, state, territory, tribal, county or municipality) for misconduct, breach of contract, tortious acts or omissions or criminal acts or omissions relating to the production, sale or distribution of infant formula or WIC rebate contractual compliance in the past 10 years. (The facts, circumstances and agreements or findings relating to any sanction or debarment must be provided for the States' consideration).
4. That the contractor shall provide infant formula and rebates to the States pursuant to the terms specified in the Request for Proposals, all attachments and the State's sample contracts.
5. That the contractor is registered with the Secretary of Health and Human Services under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321 et seq.) and that the products shall comply with all applicable regulations relevant to infant formulas, including 7 CFR Section 246.10 (g) and 21 CFR Parts 106 and 107, as well as the provisions of the Federal Food, Drug and Cosmetic Act.
6. That the contractor will give the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and shall establish a proper accounting system in accordance with generally accepted accounting standards.

7. That the contractor will comply with the provisions of the Federal Certification Regarding Lobbying.

8. That the contractor will comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 6101, et seq.), the Americans With Disabilities Act (42 U.S.C. 12150 et seq.) the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, disability, and age.

9. That the contractor will comply with the provisions of the Federal Certification Regarding Debarment and Suspension.

10. That the contractor will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.

11. That the contractor will comply with the Energy Policy and Conservation Act (Public Law 94-163), the Commodity Distribution Reform Act and the WIC Amendment of 1987 (Public Law 100-237).

12. That the contractor will obey all applicable federal regulations in the performance of its duties, including applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C 1857), the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the States and the EPA Assistant Administrator for Enforcement.

13. That the contractor will carry adequate public liability insurance and other appropriate forms of insurance as well as pay all taxes incident hereto.

Signature of Authorized Certifying Official

Date

Printed Name of Certifying Official

Title