**Attachment A**

**PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”). My signature certifies agreement that the information in this contract is correct to the best of my knowledge and belief. Any intentionally false or misleading information provided by the Contractor and relied upon by BCWDB in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and BCWDB shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or misleading information

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| PLEASE MARK THE ATTACHED PROPOSAL IS FOR THE ENTIRE LWDA XIII: \_\_\_\_\_\_\_\_\_\_ LWDA XIII (SUB-AREA’s 16, 17, 18 and 22) |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**ATTACHMENT B**

**THE WIOA PROPOSAL COVERSHEET AND CHECKLIST WITH INSTRUCTIONS**

The Response to this RFP should include all sections and subheadings as presented in the narrative format below and in the order stated below. The proposal should be organized with tabs in the following order and contain the following:

* The Proposal Signature Sheet (Attachment A)
* The Proposal Coversheet Checklist (Attachment B)
* The Proposal Narrative with Table of Contents (Attachment C)
* Budget Statement (Attachment C-1-OSO)
* Insurance Specifications (Attachment D)
* Proprietary/Confidential Information (Attachment E)
* Virginia State Corporation Commission Identification Number Requirement (Attachment F)
* Direct Contact with Students (Attachment G)
* References (Attachment H)
* WIOA Assurances and Certifications (Attachment I)
* Copy of Organization’s Annual Budget (Attachment J)
* Copy of Organization’s Most Recent Audit (Attachment K)
* Copy of Organization’s Cost Allocation Plan and/or Negotiated Indirect Cost Rate Agreement (Attachment L)
1. The narrative of the proposal submission should not exceed 30 pages, one-sided, with font no smaller than 12 pt. using a 1” margin.
2. Include a table of contents.
3. Numbered pages that include a header and footer identifying the respondent’s organization.
4. Electronic Copy of Submission on a USB flash drive along with the budget in excel format.
5. To be considered under this RFP, one unbound copy with original signature(s), marked as such, one Electronic Copy on a USB flash drive, for distribution to the RFP Commission must be submitted. **The USB flash drive must include the excel format of the budget form found on** [www.baywib.org](http://www.baywib.org/)
6. The proposal must be delivered either by mail, delivery service, or in-person, **no later than 2:00 p.m. EST on December 20, 2024.** Proposals submitted via email or fax **will not** be considered. Incomplete proposals or any proposal(s) received after the proposal deadline **will not** be considered; unopened package will be returned.
7. All Proposals **must** be sealed and labeled with RFP #OSO and include the Proposer’s Name and Address on the outside of the package. Proposals (including all documents and attachments) will not be returned.

**Proposals must be submitted to BCWDB at the following address:**

|  |  |  |
| --- | --- | --- |
| **Mailing address** | **Delivery address** | **Note** |
| P.O. Box 1117Warsaw, VA 22572 | 487 Main StreetWarsaw, VA 22572 | Normal Business Hours 8:00 a.m. to 4:00 p.m. Eastern Standard Time.  |

**ATTACHMENT C-1-OSO**

**BUDGET AND BUDGET NARRATIVE**

**General Budget Guidance**

* Budget should cover the period from July 1, 2025 - June 30, 2026.
* This is a reimbursement-based contract which reimbursements are paid using WIOA federal funds; therefore, your organization’s budget should be in compliance with the appropriate OMB Uniform Guidance and its corresponding documentation.
* Every cost associated with providing WIOA One Stop Operator services must be appropriate, documented and justified according to the proposed services, federal, state and local rules and regulations. If any costs are shared among different funding sources (such as staff time, equipment, insurance or other operational cost), the budget and the narrative should reflect the actual allocation between funding sources. Note: General Accepted Accounting Principles (GAAP) are the standards used by BCWDB in processing all invoices and program fiscal monitoring.
* BCWDB will provide office space, utilities, custodial/janitorial services, Internet services, and basic office equipment such as computers, desk phones, printers, and copiers. Supplies and mobile devices must be provided within the available budget.

Overall budget-Attachment C-1-OSO: Electronic excel format can be found on <http://www.baywib.org/>

Print off the excel sheet(s) and insert in the proposal.

**ATTACHMENT D**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the BCWDB named as additional insureds for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Bests. In addition, the insurer will endeavor to give the BCWDB 30 days’ notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance $100,000 for each Accident by employee

$100,000 for each Disease by employee

$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The BCWDB make no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The specified insurance shall apply as primary insurance with respect to any other insurance or self- insurance programs afforded the BCWDB. This policy shall be endorsed to be primary with respect to the additional insureds.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers’ compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia

**ATTACHMENT E**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR:

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| SECTION/TITLE | PAGENUMBER(S) | REASON(S) FOR WITHHOLDING FROMDISCLOSURE |
|  |  |  |
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**ATTACHMENT F**

**VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION**

**The Bidder or Offeror:**

* is a corporation or other business entity with the following:

SCC identification number:

 **-OR-**

* is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust;

**-OR-**

* is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

**-OR-**

* is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals:

*Signature of Authorized Representative*

*Printed Name of Authorized Representative*

**ATTACHMENT G**

**BID/PROPOSAL RESPONSE**

Name of Bidder/Offeror:

Pursuant to Va. Code § [22.1-296.1,](http://leg1.state.va.us/cgi-bin/legp504.exe?000%2Bcod%2B22.1-296.1) as a condition of awarding a contract for the provision of services that require the contractor, their employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

*Signature of Authorized Representative*

*Printed Name of Authorized Representative*

**ATTACHMENT H**

**REFERENCES PAGE**

(Completed Form Shall Be Submitted with the Proposal)

ORGANIZATION NAME:

**Reference 1**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|  |  |  |  |
| Contact | Title | Telephone | Email Address |
|  |  |  |  |
| Contract Amount: | $ |
| Description of Work Performed/Results Achieved: |

**Reference 2**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|  |  |  |  |
| Contact | Title | Telephone | Email Address |
|  |  |  |  |
| Contract Amount: | $ |
| Description of Work Performed/Results Achieved: |

**Reference 3**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|  |  |  |  |
| Contact | Title | Telephone | Email Address |
|  |  |  |  |
| Contract Amount: | $ |
| Description of Work Performed/Results Achieved: |

**ATTACHMENT I**

**WIOA ASSURANCES & CERTIFICATIONS**

**Compliance with Applicable Laws, Regulations and Directives**

* 1. The Contractor shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with all applicable Federal, State and Local laws, regulations, and directives. The Contractor also understands and agrees to immediately desist from and correct any violations noted;
	2. The Contractor must assure compliance, as appropriate, with the provisions of Section 89 of the Internal Revenue Code;
	3. The Contractor shall comply with the Workforce Innovation and Opportunity Act and attendant regulations. The Contractor certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent Federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Contract shall have no such commitments or obligations;
	4. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) And all guidelines and interpretations issued pursuant thereto;
	5. The Contractor shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 (PL 88-352) and the regulations issued pursuant thereto. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of this Contract. The Contractor agrees to put in conspicuous places, available to employee and applicants for employment, notice setting forth the provisions of this nondiscrimination clause;
	6. The Contractor shall conform to the Virginia Freedom of Information Act, Title 2.2, Chapter 37, (Section 2.2-3700 et seq.) of the Code of Virginia, except as otherwise required by Federal or State law, consistent with Federal confidentiality requirement and with the government Data Collection and Dissemination Practices Act, Title 2.2, Chapter 38, (Section 2.2-3800 et seq.) of the Code of Virginia;
	7. The Contractor shall conform to the standards contained in the Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the “Virginia Preface to OSHA Standards Book for General Industry”;
	8. The Contractor shall conform to the Virginia Child labor Laws as contained in Title 40.1, Chapter 5 (Section 40.1-78 et seq.) of the Code of Virginia;
	9. The Contractor shall conform to the Virginia Worker’s Compensation Act as contained in Title 65.2 Of the Code of Virginia;
	10. The provisions of the following Acts, applicable regulations made pursuant to said Acts and other listed directives are hereby incorporated by reference. All changes in said Acts, regulations and directives are automatically incorporated into this Contract.
		1. Title I of the WIOA (PL 113-128);
		2. Workforce Innovation and Opportunity Act; Final Rule 20 CFR Parts 603, 651, 652, et. al.;
		3. Duly authorized waivers approved by the USDOL;
		4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332);
		5. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found at 2 CFR Part 200 and the Department of Labor exceptions to the Uniform Administrative Requirements at 2 CFR Part 2900 and applicable State regulations
		6. Equal Employment Opportunity Directives;
		7. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or Federally assisted programs, regardless of Federal participation in purchases;
		8. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
		9. The Age Discrimination Act of 1975, as amended;
		10. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 19709 (PL 91-616), as amended related to nondiscrimination on the basis of alcohol abuse or alcoholism; and
		11. The Americans with Disabilities Act of 1990.
		12. Executive Order 1333 – Human Trafficking (22 USC §710(g)) requires termination without penalty, if a sub grantee, contractor, or subcontractor engages in human trafficking.
		13. Executive Order 13513 – Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Sub-recipients.
		14. Buy American Notice Requirements – None of the funds made available under Title I of WIOA may be expended by an entity unless the entity agrees than in expending the funds the entity will comply with (41 USC 8301-8303).
		15. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act – Public Law 109-282, as amended by section 6202(a) of Public Law 100-252 (31 USC 6101).
		16. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970 (Public Law 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted program, regardless of Federal participation in purchases.

**Governing Law, Jurisdiction and Venue**

This contract is made and entered into in Richmond County and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America.

**Certifications: Please complete and attach to your Proposal. Proposals that do not have all certifications attached will not be considered.**

Certification Forms are located on<http://www.baywib.org/>

1. Certification Regarding Indemnification
2. Certification Regarding Lobbying (29 CFR Part 93).
3. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98).
4. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
5. Drug-Free Workplace Requirements Certification (29 CFR Part 98).
6. Standard Form 424b Standard Assurances (Non-Construction Programs).

****

**Certification Regarding Indemnification**

**(Submit one certification for each member of a consortium)**

It is understood by the recipient and the signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and the program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act (WIOA), US Department of Labor, Virginia Community College System, and the Bay Consortium Workforce Development Board in performance of their contract.

With this understanding of responsibility, all Contractors will account for all Federal funds, WIOA property and program income, if generated. The recipient hereby agrees to indemnify, reimburse and save harmless the Bay Consortium Workforce Development Board and Chief Local Elected Officials (CEO) Consortium for any mistakes, errors of judgments, malfeasance, theft or other actions by the recipient of their staff which result in disallowed cost.

Name of Agency:

Authorized Representative (Print):

Signature: Date:

Title:

****

**Disclosure/Certification Regarding Lobbying**

**(Submit one certification for each member of the consortium)**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name of Agency:

Authorized Representative (Print):

Signature: Date:

Title:

****

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**

**(Submit one certification for each member of a consortium)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions”, without mediation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required, to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Agency:

Authorized Representative (Print):

Signature: Date:

Title:

****

**Certification Regarding Non-Discrimination and EO Assurance**

**(Submit one certification for each member of a consortium)**

In regard to Contracts, Grants, Loans and Cooperative Agreements, the undersigned certifies, to the best of his or her knowledge and belief, that as a condition to the award of financial assistance under WIOA under the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA (2014), Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Name of Agency:

Authorized Representative (Print):

Signature: Date:

Title:

****

**Certification Regarding Drug-Free Workplace Requirements**

**(Submit one certification for each member of a consortium)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1978, 29 CFR Part 98, Sections 98.305, 98.320 and Subpart F.

In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

The prospective grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

 a. The dangers of drug abuse in the workplace;

 b. The grantee’s policy of maintaining a drug-free workplace;

 c. Any available drug counseling, rehabilitation, and employee assistance programs;

 d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of this certification;

4. Notifying the employee in the statement required in 3 above that, as a condition of employment under the grant, the employee will:

 a. Abide by the terms of the statement; and

 b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the agency within ten days after receiving notice with respect to any employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted:

 a. Taking appropriate personnel action against such an employee up to and including termination; or

 b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, state or local health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace.

Name of Agency:

Authorized Representative (Print):

Signature: Date:

Title:

****

**Standard Form 424b Standard Assurances (Non-Construction Programs)**

**OMB Number: 4040-0007**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

 (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally- assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub- recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:

TITLE:

APPLICANT ORGANIZATION:

DATE SUBMITTED:

Standard Form 424B