

Appendix 2 – Promises, Certifications, Assertions, and Assurances

Contents

Appendix 2 – Promises, Certifications, Assertions, and Assurances	1
I. MEANING OF SIGNATURE ON THE PCA	2
II. SPECIFIC ASSURANCES.....	2
A. True statements	2
B. Resources and record	3
C. Tax status/organizational form.....	3
D. Obligations to the District/good standing	3
E. Not suspended or debarred.....	3
F. Criminal charges or investigations, or other legal proceedings	4
G. Taxes due and related liabilities	5
H. Conflicts of interest	5
I. Books and records	5
J. Property owner permission	5
K. Termination/new grantee	5
L. Compliance with laws	6
M. Compliance with general terms.....	8
III. SIGNATURE and certification of the Applicant	8

An Applicant must agree in writing to comply with the following promises, certifications, assertions, and assurances, made in support of the grant application.

I. MEANING OF SIGNATURE ON THE PCA

1. This Appendix 2 - Promises, Certifications, Assertions, and Assurances (PCA) contains terms that apply to the undersigned applicant and its application (Application), and, upon award of the grant applied for (Grant), to the successful applicant (Grantee). This Appendix 2 is incorporated into the Request for Applications (RFA) and each Grant Award Notice. The undersigned applicant, identified below (the Applicant), signifies its agreement to the PCA terms by signing.
2. The Applicant, either personally if a natural person or through an authorized representative if a legal entity, must read the terms of this PCA, state that the terms are understood, and agree to them.
3. Specifically, the Applicant is:
 - a. Giving the stated assurances;
 - b. Asserting facts as true and accurate;
 - c. Certifying or promising as stated;
 - d. Agreeing to comply with the terms, as stated, for purposes of the Application and throughout the period of the Grant; and
 - e. Agreeing that the statutes, rules, regulations, and industry practices stated, apply, and promising to comply with them, as applicable.

II. SPECIFIC ASSURANCES

As the Applicant, or the duly authorized representative of the Applicant, I certify that:

A. True statements

All communications to DOEE have been and will continue to be truthful. For statements regarding matters for which the Applicant lacks direct personal knowledge, the Applicant has undertaken a reasonable inquiry to determine if any and all such statements at the time they are made are true and correct.

B. Resources and record

The Applicant has or will have during the entirety of the grant period:

- a. The financial resources and technical expertise necessary to perform all activities required by and identified in the Application, project proposal and grant, or the ability to obtain such resource or expertise in advance of performing the proposed matters;
- b. The ability to comply with the proposed delivery or performance schedule, taking into consideration all other existing and reasonably expected organizational commitments;
- c. A satisfactory record performing activities similar to those proposed or, if the grant award is intended to encourage the development and support of organizations without significant previous experience, the skills and resources necessary to perform as proposed; and
- d. A record of integrity and business ethics.

C. Tax status/organizational form

If it applied for the grant as a nonprofit organization, the Applicant will maintain its tax status as a nonprofit organization during the grant period.

D. Obligations to the District/good standing

The Applicant, at the time of filing of the Application, is current on all obligations outstanding to the District, including any and all District departments or agencies, and will stay current on such obligations during the period of the grant. If requested by DOEE, the Applicant will provide an updated Certificate of Good Standing from the District Department of Consumer and Regulatory Affairs or its successor.

E. Not suspended or debarred

- 1. None of the identified persons or entities is:
 - a. Proposed for debarment or is presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 2 CFR 180, for prospective participants in primary covered transactions; or
 - b. Proposed for debarment or presently debarred as a result of an action by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or another District contract regulating agency.

2. The identified persons or entities are:

- a. The Applicant, its subsidiaries or affiliates;
- b. An officer of Applicant;
- c. A member of the Applicant's governing board; and
- d. A Grant-related:
 - (1) Vendor;
 - (2) Contractor; or
 - (3) Subcontractor.

F. Criminal charges or investigations, or other legal proceedings

Within the three (3) years immediately preceding the date of the application, neither the Applicant nor any of its officers, partners, principals, members, associates, or key employees, has:

- a. With respect to criminal matters:
 - (1) Been indicted or had charges brought against them (if still pending); and/or
 - (2) Been convicted of:
 - (a) A crime or offense arising directly or indirectly from the conduct of the applicant's organization; or
 - (b) A crime or offense involving financial misconduct or fraud; or
- b. With respect to services by the organization, been subject to legal proceedings.

(Note: For the purpose of this section, "member" means a decision-maker of an organization, not a natural person or entity who just pays dues, and "associate" means a direct supplier of a business service pursuant to the grant.)

G. Taxes due and related liabilities

The Applicant will, upon award of the Grant and with respect to payments made under the Grant:

- a. Be solely responsible for taxes owed, if any, to a taxing authority, whether federal, state or local;
- b. Defend, indemnify and hold harmless the District with respect to liability to a taxing authority, whether federal, state or local; and
- c. Ensure that each of its subcontractors and sub-grantees agrees to and/or understands that, with respect to payments under the Grant, they are also subject to the tax-related requirements of this section, including agreeing to defend, indemnify and hold harmless the District with respect to liability to any taxing authority, whether federal, state or local.

H. Conflicts of interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest, or personal gain during the period of the Grant.

I. Books and records

1. The Applicant will give DOEE, or its designee, timely access to, and the right to examine all, records, books, papers, or documents related to, the Grant.
2. The Applicant will continue or establish a proper accounting system in accordance with generally accepted accounting standards or DOEE directives.

J. Property owner permission

The Applicant hereby gives permission, and will secure, in advance of work to be performed by the Applicant as Grantee, its contractors, its sub-contractors, sub-grantees, or its relevant vendors, permission in writing from relevant property owners, for DOEE, or its designee, to access project sites at reasonable times to inspect work performed under the Grant.

K. Termination/new grantee

As a condition of acceptance of the Grant, the Applicant agrees that:

RFA's Promises, Certifications, Assertions and Assurances (PCA) (ver. 2/09/2017)

- a. It will cooperate to enable a smooth transition to another grantee if:
 - (1) DOEE determines that the grant period will end without the grant activities having been completed;
 - (2) DOEE so notifies the Applicant; and
 - (3) DOEE identifies as successor another grantee or DOEE staff to finish the activities.
- b. The Applicant's cooperation will include:
 - (1) Identification, and offer to transfer ownership, of Big Purchase Equipment as defined in RFA Appendix 1 – General Terms and Conditions (GT&C); and
 - (2) Preparation of a transition plan for DOEE review, by a DOEE-specified date, prior to the grant period end date.

L. Compliance with laws

1. The Applicant will comply with all applicable District and federal statutes and regulations, as amended, including:
 - a. The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990; 104 Stat. 327 (42 U.S.C. § 12101 *et seq.*);
 - b. Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973; 87 Stat. 355 (29 U.S.C. § 701 *et seq.*);
 - c. The Hatch Act, ch. 314, 24 Stat. 440 (7 U.S.C. § 361a *et seq.*);
 - d. The Fair Labor Standards Act, ch. 676, 52 Stat. 1060 (29 U.S.C. § 201 *et seq.*);
 - e. The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970; 84 Stat. 1590 (26 U.S.C. § 651 *et seq.*);
 - f. The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (*see* 18 U.S.C. § 1951);
 - g. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963; 77 Stat. 56 (29 U.S.C. § 201);
 - h. Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975; 89 Stat. 728 (42 U.S.C. § 6101 *et seq.*);

- i. Age Discrimination in Employment Act, Pub. L. 90-202, Dec. 15, 1967; 81 Stat. 602 (29 U.S.C. § 621 *et seq.*);
- j. Military Selective Service Act of 1973;
- k. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972; 86 Stat. 235 (20 U.S.C. § 1001);
- l. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986; 100 Stat. 3359, (8 U.S.C. § 1101);
- m. Executive Order 12459 (Debarment, Suspension and Exclusion);
- n. Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. § 6381 *et seq.*);
- o. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C. § 701 *et seq.*). Specifically, the Grantee shall no later than 30 calendar days after the date of the Grant Award notice (unless a longer period is agreed to in writing):
 - (1) Publish 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 violations of such prohibition;
 - (2) Establish 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; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
 - (3) Provide all employees engaged in performance of the grant with a copy of the statement required by the law;

- p. Assurance of Nondiscrimination and Equal Opportunity, found in 29 CFR § 34.20;
- q. District of Columbia Human Rights Act of 1977 (D.C. Official Code § 2-1401.01 *et seq.*);
- r. Title VI of the Civil Rights Act of 1964;
- s. District of Columbia Language Access Act of 2004, DC Law 15 - 414 (D.C. Official Code § 2-1931 *et seq.*);
- t. Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995; 109 Stat. 693, (31 U.S.C. § 1352); and
- u. Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law §15-353; D.C. Official Code § 4-1501.01 *et seq.*) (CYSHA). In accordance with the CYSHA any person who may, pursuant to the grant, potentially work directly with any child (meaning a person younger than age 13), or any youth (meaning a person from age 13 through age 17 years) shall complete a background check that meets the requirements of the District's Department of Human Resources.

2. The Applicant will comply with all applicable District and federal environmental standards that may be prescribed, as amended.

M. Compliance with general terms

The Applicant will comply with Appendix 1 - GT&C, and understands that those terms are incorporated in the RFA.

III. SIGNATURE and certification of the Applicant

On behalf of Applicant:

1. I am authorized to submit this application and, if DOEE requests, to negotiate with DOEE on behalf of the organization or person identified below (the Applicant). The assertions, assurance, representations, and promises, of the application are true and correct, to the best of my knowledge, information and belief.
2. I have read the RFA, including the incorporated Appendix 1 – GT&C and Appendix 2 - PCA. I understand that the terms of the RFA are also incorporated by reference in each subsequent notice or amendment of a grant.

3. I understand this PCA and agree, assure and promise as stated in each of the assertions, promises, certifications, and assurances of the document.
4. I agree, assure, and promise, to DOEE, and if the funding for the grant for which the Applicant applies comes from another funder, including the US Government or a nonprofit organization, I agree, promise and assure to such funder as well.
5. I understand that the truth and accuracy of my assertions, agreements, assurances, and promises, are a condition of Applicant's securing the grant applied for.
6. I assert, represent, agree, assure, and promise, to the foregoing as though sworn under oath. If barred by faith or custom from swearing under oath, I attest to the truth of the foregoing statements and representations and my organization's intent and promise to observe them. I understand that the making of a false certification can result in the termination of this grant, and that the willful making of a false certification is punishable by criminal penalties, pursuant to DC Off. Code § 22-2405.

Date:

Signature

Name:

Title:

Email:

Phone:

Applicant's name:

Address:

(A copy of the table of contents page and the final two pages, signed, are to be provided to DOEE.)