

### STATEMENT OF CERTIFICATION

The Applicant is required to disclose, in a written statement, the truth of which is sworn or attested to by the Applicant, whether the Applicant, or where applicable, any of its officers, partners, principals, members, associates, or key employees, within the last three (3) years prior to the date of the application, has:

- Been indicted or had charges brought against them (if still pending) and/or been convicted of:
  - A. any crime or offense arising directly or indirectly from the conduct of the Applicant or the Applicant's organization, or
  - B. any crime or offense involving financial misconduct or fraud, or
  - C. any crime or offense involving a minor
- Been the subject of legal proceeding arising directly from the provision of services by the organization
- Been listed on the Child Protection Register (CPR) as a "substantiated" case

If the response is in the affirmative, the Applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and provide documentation of the circumstances.

The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-128, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted program.

**We hereby attest the following:**

1. We are able to maintain adequate files and records and can and will meet all grant reporting requirements.
2. Our fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete, and current at all times; and we give DOES or the District of Columbia, through any authorized representative, the right to audit and inspect all records, books, papers, or documents related to the grant.
3. We are current on payment on all federal and District taxes, including Unemployment Insurance taxes and Workers' Compensation premiums. (This statement of certification shall be accompanied by a Certificate of Good standing from the District of Columbia Office of Tax & Revenue (OTR) stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid all taxes due to the District of Columbia or is in compliance with any payment agreement with OTR).
4. We have demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative performance and audit trail.
5. We are not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, —Debarment and Suspension, and implemented by 2 CFR180, for prospective participants in primary covered transactions and are not proposed for debarment or presently debarred as a

result of any actions by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or any other District contract regulating agency.

6. We have the financial resources and technical expertise necessary for the completion of the program. In addition, we have the equipment and sites adequate to perform the grant or subgrant, or the ability to obtain them.

7. We have the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing and reasonably expected commercial and governmental business commitments.

8. We have a satisfactory record performing similar activities as detailed in the award or we can establish that we have the skills and resources necessary to provide the programming described in the grant.

9. We have a satisfactory record of integrity and business ethics.

10. We have the necessary organization, experience, accounting and operational controls, and technical skills to implement the programming described in the grant, or the ability to obtain them.

11. We are in compliance with the applicable District licensing and tax laws and regulations;

12. We are in compliance with provisions of the Drug-Free Workplace Act.

13. We meet all other qualifications and eligibility criteria necessary to receive a grant award under applicable laws and regulations.

14. We agree to indemnify, defend, and hold harmless the Government of the District of Columbia and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant or subgrant from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Government of the District of Columbia on account of any claim therefore, except where such indemnification is prohibited by law.

15. We will ensure that the sites under our organization's ownership, lease, or supervision, which shall be utilized in providing the programming, are compliant with all District statutes, codes, and regulations

16. We possess legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of our governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

17. We will comply with provisions of federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. (5 USC 1501, et. seq.).

18. We will comply with the minimum wage and maximum hour(s) provisions of the federal Fair Labor Standards Act, if applicable.

19. We will comply with all requirements imposed by the federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

20. We will comply with the provisions of the Code of Federal Regulations Title 28, Chapter 1: Part 22 – Confidentiality of Identifiable Research and Statistical Information; Part 42 –Nondiscrimination; Equal Employment Opportunity; Policies and Procedures; Part 66 – Uniform Administrative Requirements for Grants and Cooperative.

21. We will provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.

22. We and all contractors will comply with: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title III of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; and the Age Discrimination Act of 1975.

23. In the event a federal or State court or federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of grant funds, the recipient will forward a copy of the finding to the Office for Civil Rights, U.S. Department of Justice.

24. We understand that DOES may conduct pre-award, on-site visits to verify information submitted in the application and to determine if the Applicant's sites are appropriate for the programming intended.

25. The Grantee shall comply with all the applicable District and federal statutes and regulations as may be amended from time to time including:

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 7 U.S.C. § 361a et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951 Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C. 6101 et. seq.)
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq. Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq. Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion) Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq. Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20 District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011,
- D.C. Official Code § 2-219.01 et seq.
- Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431)

If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control. It shall be the responsibility of the Applicant to ensure compliance.

**Acknowledgement of Authorized Representative**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above Certifications, Licenses, and Assurances and that everything included in this application is true and accurate.

\_\_\_\_\_  
Typed/Printed Authorized Representative and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_ hereby affirm that DOES records and any information gathered therefrom are strictly confidential and shall not be divulged to unauthorized persons. The Applicant must demonstrate an ability to maintain the confidentiality of information. Specifically, the Applicant must agree to the following conditions:

Participant records shall be kept confidential and shall not be open to public inspection nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.

Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2336).

I also affirm that I will not disclose any information from any project meetings that is not a matter of public record.

I understand that if my organization is selected as a Grantee, then each staff person and volunteer who will be working on the program must submit a signed non-disclosure agreement, after award but prior to engaging in work.

I will hold confidential any information gathered or disclosed to grantee as a project staff member/volunteer in accordance with all applicable District and Federal confidentiality statues.

By signing this document, I acknowledge that I have read and fully understand the statement contained herein.

Certified By:

\_\_\_\_\_  
Applicant’s Authorized Representative (Print) Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Applicant’s Authorized Representative’s Signature

\_\_\_\_\_  
Date

**Disclosure Statement**

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any individual(s) that are currently employment by or through:

A. D.C. Department of Employment Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief, and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that a failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Insurance Requirements for MBSYEP Follow up Grant**

## INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of

- electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. PRIMARY AND NONCONTRIBUTORY INSURANCE  
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event

of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**LaShaun Basil**

**(202) 671-4128**

**Lashaun.basil@dc.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.