



Request for Proposal for Accounting Services – Employment Services Projects (RFP No. AS-ES 2021)

Alliance of Community Assistance Ministries, Inc. (ACAM) has recently received a contract award from the Houston-Galveston Area Council and other preliminary awards from other sources related to employment services. Accordingly, ACAM hereby solicits proposals from qualified organizations.

RFP TIMELINE

Official Release Date: Friday, September 17, 2021
Full RFP posted at: https://acamweb.org/funding-vendor-opportunities/
RFP Questions Due by Tuesday, September 28, 2021 at 12PM CDT
Please submit questions by email to Susan Young at
syoung@acamweb.org
Proposals Due: Friday, October 1, 2021 at 12:00 PM CDT
Anticipated Preliminary Award Announcements: Friday, October 8, 2021
Internet website where addenda, answers to questions, grievance procedure and preliminary award announcements will be posted: https://acamweb.org/funding-vendor-opportunities/

Responses to this request for proposals should be emailed to:

Susan Young – Compliance & Reporting Manager

syoung@acamweb.org

Late proposals will NOT be accepted

If all or any portion of a response submitted is received late or is otherwise non-responsive due to equipment failure or operator error, the response or the applicable portion of the response will not be considered. In addition, ACAM is not liable for equipment failure or operator error.

The Alliance of Community Assistance Ministries, Inc. (ACAM) hereby requests proposals from accounting firms and/or contractors (“Contractors”) to perform accounting services for a one-year period, with the potential of being extended up to four additional years. Contracts may be renewed for subsequent time periods by mutual written agreement not to exceed four (4) years. In addition, contractors may be selected to serve under multiple, concurrent, and/or intersecting projects based on the availability of funding. Proposers would answer the RFP based on the details outlined in this request only. The one-year period is anticipated to begin November 1, 2021 specifically for ACAM Employment Services projects funded through various government and private sources with some set-up activities anticipated in October 2021. We invite firms to submit a proposal to ACAM by **Friday, October 1, 2021 12pm**, for consideration. Proposals will be held in confidence and not released in any manner until after the contract(s) are awarded.

I. Background Information

ACAM is a 501(c)3 nonprofit corporation located in Houston, TX. It is a management support organization (MSO) that assists nonprofit organizations through high-impact collaboration, technical assistance and organizational development. ACAM has a challenging role with responsibilities to two sets of clients: the nonprofits to which they provide organizational development assistance; and the funding community, which expects measurable results from its investment in these programs.

Mission – The ACAM Network advances collaboration to create community-wide solutions for thriving nonprofits, neighborhoods, and families.

II. Budget and Employment Services Funding – ACAM has been preliminarily awarded an Employment Services contract from the Houston-Galveston Area Council (H-GAC):

- **\$2.5M over 12 months 10/1/2021-9/30/2022 with the potential to renew for subsequent years (Please note that ACAM’s portion is approximately 7% of the award only.)**

Other sources under preliminary award:

- **\$2M over 3 years 10/1/2021 – 12/31/2024 with a local county agency (Please note that ACAM’s portion may be approximately 7% of the award only.)**

For these contracts and any other Employment Services projects, the majority of the funding will be utilized for direct service to clients such as case management, employment coaching and counseling with associated payroll expenses such as taxes and benefits. Additional expenses will cover operational costs such as office rent, telecommunications, staff travel costs, office supplies and contract services such as legal services, data analysis and other administration. Some direct services to clients including case management are provided by contracted employment services providers (herein “Vendors”). While ACAM’s portion of the contracts is relatively small, ACAM will be responsible for the fiscal and program monitoring of any and all funds received. Each project involves evaluating expenditures from multiple Vendors for eligibility and accuracy and booking these transactions in a QuickBooks company file. The accounting services sought through this RFP are generally classified as an administrative cost of the program. Often the total administrative allowance is capped at approximately 5% of total program budget. ACAM may be required to match any funds expended dollar for dollar.

III. Scope of Accounting Services

- A. The Contractor is required to review each Vendor's monthly report of expenditures to ensure that all items are eligible, and that sufficient supporting documentation has been provided. ACAM requires Vendors to submit all reports and supporting documents electronically. Supporting documents include, but are not limited to, payroll reports, copies of cleared checks, vendor-generated invoices for backup documentation such as office supplies, office equipment telecommunications services, subscriptions, and other operational expenses. For the employment services contract funded by the local county government, additional reported expenses may include but not be limited to items such as tuition, childcare, car notes, utility payments and other expenses that remove barriers to employment paid on behalf of clients. The Contractor will provide technical assistance to Vendors to assist in correcting any deficiencies or errors. Once reviewed, the Contractor will ensure that the reviewed and finalized reports and backup documentation are provided to ACAM electronically. ACAM provides each Employment Services Vendor with a monthly reporting format that includes a detailed summary of all transactions by predetermined accounts. Each Vendor utilizes a uniform set of expense accounts and submits all supporting documents with each monthly report of services rendered. The goal is to maintain the ability to report expenditures by Vendor while efficiently producing consolidated monthly transaction and expense reports.
- B. ACAM has a separate bank account to manage Employment Services funds, and currently utilizes QuickBooks Premier Nonprofit 2020. ACAM's primary accounting firm processes other operating transactions and produces all necessary reports. The accounting work for ACAM's operations is not a part of this RFP. For ACAM's government-funded projects, Contractor will set up a separate QBs company file. ACAM will provide a chart of accounts for use in Employment Services projects. The Contractor will provide ACAM's operating accountant with a copy of this company file on a monthly basis. The Contractor will also supply ACAM a monthly summary report in Excel of monthly totals per Vendor per category of expense so that ACAM can ensure complete expenditure by contract end. Proficiency in QuickBooks Premier Nonprofit 2020 and Excel are essential.
- C. The selected Contractor will be responsible for reviewing funder regulations, guidelines and other publications which impact the financial monitoring and reporting of Employment Services projects. Previous work with U. S. Department of Labor, Workforce Innovation & Opportunity Act (WIOA), U.S. Department of Treasury and local county regulations will be extremely valuable.
- D. If applicable, the Contractor will enter consolidated monthly expenditure data in the respective funder's contractor system/grant reporting system on behalf of ACAM. ACAM staff will provide final approval and submit the report to the funder(s). Contractor must allow adequate time for ACAM to review and finalize the monthly data before the funder's monthly deadline.
- E. All records will be maintained by the Contractor in accordance with ACAM's policies and procedures for the duration of the contract. Any and all records will be surrendered to ACAM upon request. The Contractor acknowledges that they may be furnished with information that is sensitive and/or considered confidential by ACAM and the Vendors ("Confidential Information"). The Contractor will not at any time use or disclose to

anyone any information which is designated in writing or reasonably assumed to be considered as Confidential Information without prior written consent from ACAM, unless required by judicial, administrative or other governmental proceeding or court order. Confidential Information shall not mean information which is known to the trade, can be ascertained by the general public or is disclosed by third parties through no fault of the Contractor. The Contractor shall return all materials containing Confidential Information to ACAM upon termination of services for this project, if selected.

- F. Estimated Transactions - ACAM expects to contract with three to five nonprofit Vendors on Employment Services projects and also with appropriate outside organizations providing services that bring synergy to specific Employment Services projects. Contractor will have transaction activity with all parties. The expected number of monthly transactions will be approximately 300-500 per month.
- G. Estimated Hours – ACAM expects the work in this RFP to involve approximately 15-20 hours per month per project with most of the monthly work occurring within a 10-day period each month, resulting in short turn-around times. It is the Contractor’s responsibility to follow up with Vendors to provide financial technical assistance if needed to meet monthly deadlines. Any issues with Vendor timeliness shall be reported to ACAM immediately. Weekends and holidays will need to be considered in determining when documents are due to get reports to the funder on or before the deadline for each month. Contractor is expected to add all internal and external deadlines to their calendar and plan accordingly.
- H. Term of Accounting Services - The contracts for the first set of projects for accounting services are expected to commence on November 1, 2021. At the end of each project, both ACAM and the Contractor will have the option to terminate or renew this contract and negotiate the fee for continued accounting services for similar services by mutual agreement. Such condition will be executable with at least thirty days’ notice to the other party. Contracts may be renewed for subsequent time periods by mutual written agreement not to exceed four (4) years. In addition, contractors may be selected to serve under multiple, concurrent, and/or intersecting projects based on the availability of funding.

IV. Content of Submission

Document Requirements

The following is a description of the minimum information, which must be supplied by Contractors in their proposals. It is open to all Contractors to give such supplementary facts or materials that they may consider being of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. All pages of the application must be numbered. Application packages must contain, at a minimum, the following information and materials:

- A. Cover sheet & evidence of good standing
 - 1. Proposal cover sheet signed and dated by a Certifying Representative (see attachment) (This executed document shall be placed in front of the proposal.)
 - 2. Evidence of good standing from the Texas Comptroller (Print from Link: <https://mycpa.cpa.state.tx.us/coa/Index.html>)

3. Evidence of good standing from SAM <https://sam.gov/search/> (Print from Link)

B. Executive Summary

Provide a brief summary of the firm's approach to the work associated with the requested services demonstrating an understanding of the scope of work required and unique or innovative approaches to be utilized in performing these services.

C. Experience

Describe how long the accountant or accounting firm has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates and locations it operated under each name.

D. Provide the qualifications and experience the firm has in the various categories described above in the Scope of Work, Board Certifications held, and résumés of the people assigned to do this work. List all key members of the firm that will be committed to this application. Indicate the function of each individual who will provide services under the application.

E. Describe prior contracts similar to that being solicited. Demonstrate the capability to perform the above stated accounting and consulting services in accordance with generally accepted accounting principles, applicable OMB circulars, and other procedures as stated in applicable U.S. Department of Labor, Workforce Innovation and Opportunity Act (WIOA), local country regulations, and U.S. Department of Housing and Urban Development publications. Describe the Contractor's willingness and availability to support ACAM during its annual independent audit and funder program audit(s)/desk review(s)/program monitoring(s) to answer any program-related financial questions and produce requested reports and/or supporting documents when needed. Explain experience in recording match and leveraged funds for federal grants programs.

F. Provide a list of companies or governmental organizations to which your firm is currently providing services. If this does not include at least three entities, then provide the names of the entities for which similar services have been provided. For each entity include: 1.) The term (beginning and ending dates) of your contract agreement(s). 2.) A brief description of the scope of work. 3.) The name, address and telephone number of the individual that administered your contract(s). 4.) The roles performed by each staff member.

G. Task/Activity Plan

The Contractor will specify budgeted hours and timetable for accounting services for each monthly cycle. The Contractor will state how they will carry out contract requirements in the event of an illness or other circumstance that may limit the Contractor's ability to complete the work requested in this RFP.

H. Estimated Fees

Please state the proposed contract fee for providing accounting services for ACAM's Employment Services projects as listed in Section II. The Contractor will only be allowed payment to the maximum contracted amount agreed upon by both parties. Any additional expenses, unless agreed upon by ACAM in writing, will be the sole responsibility of the Contractor above the set maximum agreed-upon, all-inclusive fee.

The Contractor shall provide:

1. A cost per hour (hourly rate) that is to completion and not to exceed the cost per hour proposed. If detailed information about hourly rates for different level of staff assigned to this project is included, a consolidated hourly rate for all work should be described.
2. Estimated hours per month per project.
3. Any monthly estimated in-kind or pro bono services per project.
4. Total monthly cost per project.

The fees negotiated with the selected Contractor shall be inclusive of all fees.

ACAM requests that proposers submit the proposed fees for each project listed in Section II of this RFP. Include an estimated “Total Proposed Monthly Cost” for 4 subsequent years in the event that ACAM requests an extension and/or renewal of these or similar projects. A sample format has been provided below.

	H-GAC project	Local County project
Standard Hourly Rate		
Proposed Hourly Rate for this Proposal		
Monthly Billable Hours		
Proposed Pro Bono Hours (if applicable)		
Monthly Pro Bono Rate (if applicable)		
2021-2022 Total Proposed Monthly Cost		
2022-2023 Total Proposed Monthly Cost		
2023-2024 Total Proposed Monthly Cost		
2024-2025 Total Proposed Monthly Cost		

V. Conditions for Submission of Proposal

The successful Contractor(s) will be expected to execute a standard professional service Contract with ACAM based on the proposal materials submitted and the requirements of this RFP and any future addenda thereto. Contractors are advised to check that all parts of this RFP package have been received. Contractors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Contractor assumes risk for any conditions which might in any way affect the cost or performance of any of the work, and no relief shall be given for errors or omissions by the Contractor. ACAM will not be liable for any cost incurred in the preparation of proposals. The Contractor selected to provide these accounting services will not be eligible to perform the annual audit of ACAM, which was covered under a separate Request for Proposal.

The Contractor selected to provide the accounting services described in Section III must be able and willing to agree to the H-GAC Regional Workforce System Assurances and Certifications or similar language found as Attachment B to this RFP.

Confidentiality of Proposals

All proposals and information concerning same shall remain confidential until all negotiations are completed and the preliminary notice of award is issued. Therefore, any part of the application that is

not considered confidential, privileged, or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the Contractor that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the application. A payment schedule will be negotiated with selected contractor(s). ACAM reserves the right to offer a contract award greater or less than the amount requested in the proposal.

If the Contractor wishes to, the Contractor may submit information indicating if the proposing company is a Historically Underutilized Business (HUB), Small and Minority Business, Women’s Business Enterprise, and/or Labor Surplus Area firm. Contractors with these credentials are encouraged to submit a proposal.

VI. Proposal Evaluation Criteria

Selection of a successful Contractor(s) will be at the sole discretion of ACAM. If a contract is awarded, it will be awarded to the responsible firm(s) or individual(s) whose qualifications, price and other factors are deemed most advantageous to ACAM. Additionally, ACAM shall have the right to reject any and all proposals at its discretion and to negotiate portions thereof.

An evaluation team will be established to review Contractor responses to this RFP. Proposals will be evaluated by, but not limited to, the following criteria:

Evaluation Criteria	Maximum Points
1. Contractor’s compliance with all specifications and requirements contained in this RFP	30
2. Contractor’s experience with applicable Federal, State of Texas and local county government accounting regulations. Relevant experience and qualifications including adequacy of staff capacity. Relevant experience with Houston-Galveston Area Council, WIOA, and Department of Labor programs and regulations.	40
3. Reasonableness of contract price including total monthly inclusive cost, hourly rate and estimated monthly hours.	30
Total Points	100

During the proposal evaluation, ACAM reserves the right to call for supplementary information from Contractors and to meet with Contractor’s representatives listed in the application to clarify points of uncertainty or ambiguity. Contractors agree to cooperate fully and promptly in providing supplementary information or accepting meeting requests.

Proposals will be evaluated and ranked according to the points received. The highest ranked Contractors may be invited for an interview. Contractors should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and other such items as are directly related to the proposal. ACAM will not be liable for the costs incurred by the Contractor in connection with attending a meeting or interview. Failure of a Contractor to

respond to a request for additional information or clarification could result in rejection of the Contractor's proposal.

VII. Submission

Submit proposals by email to Susan Young, Compliance & Reporting Manager, at syoung@acamweb.org no later than **12:00 PM CDT on Friday, October 1, 2021**. Proposals received late or incomplete will not be considered. The timestamp on the recipient email will serve as the official time of submission. Early submissions are encouraged to avoid delivery issues. ACAM is not responsible for errors that may occur that prevent the timely arrival of proposals by email.

Assistance – ACAM will not provide assistance to any Contractor in the preparation of a proposal, but will, however, entertain questions through **Tuesday, September 28, 2021 at 12:00 p.m.** solely for the purpose of clarification of any instruction contained in this request. Please direct questions to Susan Young, Compliance & Reporting Manager, at syoung@acamweb.org or 713-341-5336. E-mail is the preferred format. Questions will not be accepted thereafter. ACAM's responses to questions will be posted at <https://acamweb.org/funding-vendor-opportunities/>.

VIII. Grievance Procedures

Grievances arising from this RFP shall be processed in accordance with the posted Grievance Policy. This policy is posted to the ACAM website at <https://acamweb.org/funding-vendor-opportunities/>.

Attachments:

A: Required Cover Sheet

B: Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

ACAM Accounting Services – Employment Services Projects RFP Application Cover Sheet

Organization (Offeror) Name and Address	Contact Person
Phone Number	RFP No. AS-ES 2021
Contact Email Address	EIN OR TAX ID Number
Cage Number	HUB, SMBE, WBE and/or Labor Surplus Area info.
DUNS Number	# of Employee
<p>Name & Title of Certifying Representative Note: “Certifying Representative” means the individual who may legally submit proposals for the agency and enter into agreements (i.e. owner). You may identify a different contact person.</p> <p>Name: _____ Title: _____</p>	

I hereby certify that all information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate to the best of my knowledge.

Signature of Certifying Representative	Date
Signature of Preparer	Date

The undersigned, as Proposer, certifies that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this contract. The Proposer certifies they have not and will not participate in the development, review, and/or selection process.

Date

Proposer Signature

Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

The Houston-Galveston Area Council, as the Gulf Coast Workforce Board's staff, contracts for the operation of the Board's regional workforce system using resources from the federal Workforce Innovation and Opportunity Act, portions of the public welfare programs under the Social Security Act, Child Care and Development Block Grant Act of 1990, and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Funds originating with the United States Departments of Labor, Health and Human Services, and Agriculture are passed through the Texas Workforce Commission to the Houston-Galveston Area Council according to requirements of federal law. When contracting, organizations are required to assure and certify the following:

1. **Non-discrimination and equal opportunity.** As a condition to the award of financial assistance from the Department of Labor under WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient assures that, as a recipient of WIOA financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant Subrecipient's operation of the WIOA-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA - financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

2. **Environmental compliance.** Subrecipient assures and certifies that to the extent required by law, it will comply with applicable provisions of the Clean Air Act (42 USC §7401 et seq) the Federal Water Pollution Control Act, as amended (233 USC §1251 et seq), Section 508 of the

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Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15.

3. **Labor Standards.** Subrecipient agrees and certifies that it will comply with applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a- 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a.
4. **Texas Family Code.** Subrecipient certifies that the individual or organization submitting the proposal is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that if the certification is inaccurate, no contract will be made with Subrecipient.
5. **Unfair business practices.** Subrecipient certifies and assures that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Subrecipient further certifies and assures that no officer of the Subrecipient has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
6. **Criminal Convictions.** Subrecipient certifies that it will disclose to the Houston-Galveston Area Council and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the Subrecipient who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, SIX, or SS of the Social Security Act since the inception of these programs.
7. **Identity Change.** Subrecipient certifies that it will notify the Houston-Galveston Area Council immediately in the event of any significant change affecting the Subrecipient and Subrecipient's identity, such as ownership or control, name change, governing board membership and vendor identification number.
8. **Immigration Reform and Control Act.** Subrecipient certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any services under the proposed contract.
9. **WIOA Compliance.** Subrecipient certifies that it will comply with the requirements in the final regulations and audit compliance supplements to be promulgated by the United States Department of Labor and the Office of Management and Budget and any alternative implementation options exercised by Texas under the WIOA statute.
10. **Union Organizing.** Subrecipient certifies that no funds received under WIOA will be used to assist, promote or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 3241(b)(7).
11. **Business Relocation.** Subrecipient certifies that no WIOA funds shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of employment for any employee of such business at the original location

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and such original location is within the United States in accordance with WIOA § 181(d)(1), 29 U.S.C. § 3241(d)(1).

12. **Relocation Loss of Employment.** Subrecipient certifies that no WIOA funds shall be used for customized or skill training, on-the-job training, incumbent worker training, transitional employment or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is one hundred twenty (120) days after the date upon which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § 181(d)(2), 29 U.S.C. § 3241(d)(2).
13. **Buy American Act.** Subrecipient certifies that none of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with 41 U.S.C. § 8301 through § 8303, the Buy American Act, as referenced in WIOA § 502, 29 U.S.C. § 3342.
14. **ACORN.** Subrecipient certifies that none of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations, in accordance with Pub.L. 114-113, Division H, Title V, Section 522.
15. **Flood Disaster Protection.** Subrecipient certifies that none of the Federal funds made available by this Request for Proposal may be provided in identified flood-prone communities, as stated in the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private Subrecipients for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Accessibility.** Subrecipient certifies that sub-recipient will comply with the requirements found in the Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Conference and Conference Space.** Conferences funded in whole or in part by the award are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information in the requirements and the allowability of costs associated with conferences, refer to 2 C.F.R. §200.432. Subrecipients will be held accountable to the requirements in 2C.F.R. § 200.432. Therefore, costs that do not comply with 2 C.F.R. §200.432 will be questioned and may be disallowed.

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- 18. Subawards.** A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.201(b)(1)).
- 19. Vendor/Contractor.** The term, contractor, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 C.F.R. § 200.23) These goods or services may be for an organization’s own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 C.F.R. § 200.330. When procuring contractors for goods and services, subrecipients must follow the procurement requirements at 2 C.F.R. § 200.319, which calls for full and open competition.
- 20. Human Trafficking Victims.** Subrecipient certifies that grant award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)). The following language must be included in all awards or sub-awards:
- (1) Trafficking in persons.
 - (a) Provisions applicable to a recipient that is a private entity.
 - (i) You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not—
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or sub awards under the award.
 - (ii) The awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph a.i of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.i of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on

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Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

- (b) Provision applicable to a recipient other than a private entity. We as the awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (i) Is determined to have violated an applicable prohibition in paragraph a.i of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.i of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.
- (c) Provisions applicable to any recipient.
 - (i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.i of this award term.
 - (ii) Our right to terminate unilaterally that is described in paragraph a.ii or b of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (iii) You must include the requirements of paragraph a.i of this award term in any sub award you make to a private entity.
- (d) Definitions. For purposes of this award term:
 - (i) “Employee” means either:
 - 1. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) “Private entity”:
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - 2. Includes:

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- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - b. A for-profit organization.
 - (iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. § 7102).”
21. **Felony Convictions.** Subrecipient certifies that none of the Federal funds made available by this Grant Award shall be used on contracting with corporations with felony convictions. The Board is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
22. **Federal Tax Liability.** Subrecipient certifies it will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
23. **Homeland Security Act.** Subrecipient certifies that no Federal funds made available under this Grant Award may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under § 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
24. **Privacy Act.** Subrecipient certifies that no Federal funds made available under this Grant Award shall be used in violations of the privacy act. These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.
25. **Child Labor.** Subrecipient certifies that no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <https://www.dol.gov/ilab/reports/child-labor/list-of-products/>.
26. **Abortion Coverage.** Subrecipient certifies that no Federal funds may be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a

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pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.

Additionally, no funds made available through this award may be provided to a state or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

27. **Controlled Substances.** Subrecipient certifies that no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under § 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
28. **Illegal Drugs.** Subrecipient certifies that no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
29. **Pornography.** Subrecipient certifies that no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
30. **Travel. Travel (Prior Approval).** The Federal award waives the prior approval requirement for domestic travel as contained in 2 C.F.R. § 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-federal entity's written policies and procedures.
31. **Travel (Fly America Act).** All travel must comply with the Fly America Act (49 U.S.C. § 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.
32. **Travel (Foreign).** Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.
33. **Travel (Mileage Reimbursement Rates).** Pursuant to 2 C.F.R. § 200.474(a), all subrecipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees for transportation by privately owned automobile and privately-owned motorcycle. Mileage rates must be checked annually on the US General Services Administration (GSA) Web site at www.gsa.gov/mileage to ensure compliance.
Additional state travel requirements may apply.
34. **Unions.** Subrecipient certifies that funds will not be used to assist, promote or deter union organizing, as referred to in WIOA § 181 (b)(7), 29 United States Code (U.S.C.) § 3241(b)(7).
35. **Business Relocation.** Subrecipient certifies that funds will not be used to encourage or reduce the relocation of a business or part of a business, if such relocation would result in a loss of

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employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § (181) (d)(1), 29 U.S. C. § 3241(d)(2).

- 36. Publicity and Propaganda.** Subrecipient certifies that funds shall not be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative bodies, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, except in presentation to the executive branch or any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- 37. Health Benefits Coverage for Contraceptives.** Subrecipient may not **enter** into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services. Reference 1.1.25 Pursuant to Pub.L.115-141, Division E, Title VII, Section 726, federal funds.
- 38. Fair Labor Standards Act.** Pursuant to Pub. L. 115-0141, Division H, Title I, Section 109, Subrecipient will adhere to additional language applied to the Fair Labor Standards Act of 1938 in the Maximum Hours Worked section as it relates to occurrences of a major disaster as designated by the state or federal government. The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts; who receives from such employer an average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employer is engaged in any of the activities described in subparagraph (C); and whose duties include any of the following: 1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; 2. Inspecting property damage or reviewing factual information to prepare damage estimates; 3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims; 4. Negotiating settlements; or making recommendations regarding litigation. The exception in this subsection shall not affect the

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exemption provided by section 13(a)(1) [of the FLSA]. For purposes of this subsection—(A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by the State or Federal agency or department; (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

39. **Reporting of Waste, Fraud and Abuse.** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste or abuse to designated investigative or law enforcement representative of a Federal department of agency authorized to receive such information.
40. **Salary and Bonus Limitations.** Subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the US Office of Personnel Management website at www.opm.gov.

The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 C.F.R. §200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. Refer to TEGL No. 5-06 for further clarification.

Note: For additional information about the salary and bonus limitation, refer to TWC Workforce Development Letter 28-07, Change 1, and any subsequent issuances.

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41. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

42. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

43. **Requirement to Provide Certain Information in Public Communications.**
Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non- Federal entities receiving Federal funds shall clearly state:
 - A. The percentage of the total costs of the program or project which will be financed with Federal money;

 - B. The dollar amount of Federal funds for the project or program; and

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- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- D. The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

Executive Orders.

- A. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- B. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's

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Policy Guidance on the Prohibition of National Origin
Discrimination as it Affects Persons with Limited English
Proficiency [05/29/2003] Volume 68, Number 103, Page 32389-
32305.

Meaningful access may entail providing language assistance
services, including oral and written translation, where necessary.

Subrecipients are encouraged to consider the need for language
services for LEP persons served or encountered both in developing
budgets and in conducting programs and activities. For assistance
and information regarding LEP obligations, go to the Federal
Government's interagency website on Limited English Proficiency
at <http://www.lep.gov>.

C. Text Messaging While Driving (EO 13513). Pursuant to EO 13513,
Federal Leadership on Reducing Text Messaging While Driving,
dated October 1, 2009, subrecipients are encouraged to adopt and
enforce policies that ban text messaging while driving company-
owned or -rented vehicles, or government-owned vehicles, or while
driving personally-owned vehicles when on official Government
business or when performing any work for or on behalf of the
Government. Subrecipients are also encouraged to conduct
initiatives of the type described in section 3(a) of EO 13513.

D. Buy American Act (EO 13788). Pursuant to EO 13788, by drawing
down funds, subrecipients agree to comply with 41 U.S.C. §§ 8301
- 8303 (commonly known as the "Buy American Act").

Additionally, no funds may be made available to any person or
entity that has been convicted of violating the Buy American Act.

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For the purposes of this award, the Buy American Act requires subrecipients to use, with limited exceptions, only: 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to: 1) items for use outside of the United States; 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold.

In order to claim an exception under options 1 or 2 above, Texas Workforce Commission must get prior approval from the DOLETA Grant Officer. Subrecipients must submit such requests through the Contract Manager assigned to this contract.

Subrecipients shall not submit requests directly to DOLETA. Prior approval is not needed for purchases under the micro-purchase threshold.

Note: TWC defines the micro-purchase threshold in TWC's Financial Manual for Grants and Contracts.

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**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-
FREE WORKPLACE REQUIREMENTS**

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The Subrecipient executing this contract certifies 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 Congress, or an employee of a Member of Congress in connection with the awarding 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, and 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.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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The Subrecipient executing this contract certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

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

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The Subrecipient executing this contract certifies that it shall provide a drug-free workplace by:

- a. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- b. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Subrecipient's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- c. Providing each employee with a copy of the Subrecipient's policy statement;
- d. Notifying the employees in the Subrecipient's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Subrecipient in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- e. Notifying the Commission within ten days of Subrecipient's receipt of a notice of a conviction of an employee; and,

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- f. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are 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.

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**TEXAS CORPORATE FRANCHISE TAX
CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation making this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The Subrecipient executing this contract certifies that the following statement is true and correct and that the Subrecipient understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ Not applicable. Subrecipient is not a corporation.

_____ The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

**STATE ASSESSMENT
CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

_____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

_____ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

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Subrecipient understands that WIOA regulations limit Consultant fees to seven hundred ten dollars (\$710) per day for an eight-hour work day. Fees paid in excess of \$710 per day must be prior approved by Workforce Board staff and staff from the Texas Workforce Commission.

By signing below, Subrecipient attests that it complies with the assurances and certifications.

Signature

Printed Name and Title

Date