

ASSURANCES AND CERTIFICATIONS

This is a sample of the Board Contract Boilerplate; this, or similar language will be used in all Contracts awarded under this procurement. All responses to this RFP must include the statement of concurrence (Certification of Bidder), which states that the Bidder has read this section of the RFP and is prepared to sign a contract, should the proposal be selected for funding, which includes these assurances and certifications:

SECTION 1. Compliance with Law/Order of Precedence

In rendering performances hereunder, the Provider shall comply with the requirements of any laws and regulations of any specific source(s) for the Contract, including, but not limited to, the Texas Workforce Act; Texas Workforce Commission (TWC) rules and regulations; any revisions/amendments to such rules and regulations; and Board Plans. Such compliance shall be accomplished in such a manner so as to prevent or to correct any breach of the Board's Contract with the State of Texas to operate workforce programs and services under the Act. In any event, the above laws and regulations shall supersede any conflicting or contradicting provisions of this Contract.

SECTION 2. Political Activities; Lobbying Prohibited

A. Political Activities Prohibited

Provider shall not permit any program funds provided under this Contract to be in any way or to any extent utilized in the conduct of political activities in contravention of Chapter 15 or Chapter 73 of Title 5, United States Code.

B. Restrictions on Lobbying

No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Provider will comply with the requirements of **Restrictions on Lobbying: Certification and Disclosure Requirements** imposed by 29 CFR 93, dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 6737, 6751, dated June 15, 1990.

SECTION 3. Prevention of Fraud and Abuse

A. Provider shall establish, maintain, and utilize procedures sufficient to provide for the proper, and effective management of all activities funded under this Contract.

B. Failure on the part of Provider or a subcontractor of Provider to comply with the provisions of this Contract, or with the Act or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds and/or termination of this Contract.

SECTION 4. Confidentiality of Records/Release of Records

Provider shall maintain the confidentiality of all program records reviewed/collected for reports while conducting services. Release of any reports and/or program records shall be through the Board.

SECTION 5. Conflicts of Interests

Provider hereby covenants and affirms that in administering this Contract, it will comply with the standards of conduct for maintaining the integrity of the activities under the Contract and avoiding any conflict of interest. Every reasonable course of action will be taken by the Provider in order to maintain the integrity of the expenditures of public funds and to avoid any

favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. Provider, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

SECTION 6. Notices/Communication

A. Any notice, request or demand required or permitted to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of either party.

B. Mailed notices shall be addressed to the parties at the addresses indicated in the Contract, but each party may change its address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

SECTION 7. Federal/State Obligations

It is expressly understood and agreed that neither the U.S. DOL, nor the TWC, are parties to this Contract and no legal liability shall attach to the part of the U.S. DOL or the TWC by the expressed or implied terms and conditions of this Contract.

SECTION 8. Accessibility of Records

- A. Provider shall give the U. S. DOL, Comptroller General, General Accounting Office, Auditor of the State of Texas, TWC, or the Board, through their authorized representative, the access to and the right to examine all records, books, papers or documents requested.
- B. Provider agrees to cooperate with any monitoring inspection, audit, or investigation of activities related to this Agreement as may be conducted by the Board, TWC, State, U.S. DOL, Comptroller General of the U. S., and/or their duly authorized representatives. Provider agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested.
- C. Such access shall be granted during regular office hours of the Provider with or without previous announcement and shall include Provider provision of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

SECTION 9. Drug-Free Workplace Rule

Provider assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

SECTION 10. The Americans With Disabilities Act

Provider assures and guarantees that it shall comply with the Americans With Disabilities Act (PL101-336) of 1990, with Equal Employment Opportunity Commission rules 29 CFR Parts 1602, 1627, and 1630, dated July 26, 1991, and with any subsequent rules and regulations issued under this Act.

SECTION 11. Integrity of the Texas Workforce System

Providers shall be in accordance with **Texas Administrative Code, Title 40, Part 20, Chapter 802** by: maintain fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state statutes and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

SECTION 12. 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 (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376).

The undersigned certifies that neither it nor its principals:

- A. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency;
- B. Have, within a three-year period preceding this grant award, 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 grant award 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;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Subsection 2.2 of this Certification; and
- D. Have had, within a three-year period preceding this grant award, one or more public transactions terminated for cause or default.

SECTION 13. Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

The Provider certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Provider certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Provider certifies that it will enter into a written agreement with its sub-contractors working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.051 mandates that a business convicted of a violation under 8 U.S.C. §

1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. TWC determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Provider can establish its own repayment interest rate when establishing an interest rate with any of its subrecipient subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by TWC.

The undersigned authorized representative understands and certifies that the following indicated statements are true and correct:

- that making a false statement is a material breach of contract and grounds for contract cancellation; and
- that after receiving a public subsidy, if the Grantee or its subrecipient subcontractor is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay the amount of the public subsidy with interest, at the rate and according to the terms provided under the grant issued pursuant to this offer or application.

SECTION 14. Compliance with Provision on Federal Financial Assistance under WIOA Title I

Provider assures and guarantees that it shall comply with guidance as specified in 29 CFR 38.25 at the following website:

https://www.customsmobile.com/regulations/expand/title29_part38_subpartB_subjgrp83_section38.25#title29_part38_subpartB_subjgrp83_section38.25