## Assurances, Certifications and Supplemental Certifications

### **Instructions**

*Copy and paste the Assurances, Certifications, and Supplementary Certifications forms below into a single document. Sign and upload copies with your application as a PDF.*

*By signing and submitting this application, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below.*

1. Inability to certify

Your inability to provide the assurances and certifications listed below will not necessarily result in denial of a grant. You must submit an explanation of why you cannot do so. We will consider your explanation in determining whether to enter into this transaction. However, your failure to furnish an explanation will disqualify your application.

1. Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

1. Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

1. Definitions

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.

1. Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

1. Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

1. Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

1. Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

1. Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

### **Assurances**

As the duly authorized representative of the applicant, I certify, (to the best of my knowledge) and belief, that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of program costs) to ensure proper planning, management, and completion of the program described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with all rules regarding prohibited activities, including those stated in applicable NOFA or NOFO, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
6. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
7. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990 or the Domestic Volunteer Services Act, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.
9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub- agreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
19. Will comply with all the requirements of Subpart C of 45 CFR Part 2542, implementing E.O. 1259, regarding restrictions on doing business with suspended, debarred, and otherwise disqualified entities.
20. Will comply with all the requirements for providing a drug-free workplace on a continuing bases as set out in Subpart B of 45 CFR Part 2545, implementing sections 5151-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690).
21. Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served and potential participants in the program; and (2) community- based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
22. Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
23. Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the State in which the program operates.
24. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing this program.

### **Certifications**

Lobbying (Activities)

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant 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 tiers (including subawards, subgrants, contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### **Compliance with the Lobbying Disclosure Act of 1995**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the undersigned nor any of its operating sites is an organization described in Section (501)c(4) of the Internal Revenue Code of 1986, 26 U.S.C. § 501c(4) that engages in lobbying activities.

### **Assurances** **and Certifications**

**Assurance signature: NOTE: Sign this form and include in the application.**

**SIGNATURE:** By signing this assurances page, you certify that you agree to perform all actions and support all intentions in the Assurances section.

##### **Organization Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Program Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative (name):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**

**Date:**

**CERTIFICATION signature: NOTE: Sign this form and include in the application.**

**Before you start:** Before completing Certification, please read the Certification Instructions.

**SIGNATURE:** By signing this Certification page, you certify that you agree to perform all actions and

support all intentions in the Certification sections of this application. The three Certifications are:

[ ]  Certification: Debarment, Suspension and Other Responsibility Matters

[ ]  Certification: Drug-Free Workplace

[ ]  Certification: Lobbying Activities

##### **Legal Applicant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Program Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative (name):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**

**Date:**

**Supplementary Certifications**

As the duly authorized representative of the applicant, I certify on behalf of the applicant as follows:

1. The applicant acknowledges that a portion of any funding to the applicant will be provided by the Commonwealth of Massachusetts under the terms of an AmeriCorps grant award between the Division of Career Services in Executive Office of Labor and Workforce Development (the “Division”) of the Commonwealth of Massachusetts and Massachusetts Service Alliance, Inc. (“MSA”) and that, as required under said grant award, funding to the applicant by MSA will be subject to the terms of that grant award and the Commonwealth Terms and Conditions as issued by the Executive Office for Administration and Finance, the Office of the Controller, and the Operational Services Division of the Commonwealth of Massachusetts.
2. Without limitation of the foregoing, the applicant agrees to, and shall comply with, the following provisions if the applicant receives an AmeriCorps grant award from MSA:
3. Confidentiality. The applicant shall comply with M.G.L. c. 66A if the applicant becomes a “holder” of “personal data”. The applicant shall also protect the physical security and restrict any access to personal or other Division data in the applicant’s possession, or used by the applicant in the performance of an AmeriCorps grant award, which shall include, but is not limited to the Division’s public records, documents, files, software, equipment or systems.
4. Record-keeping and Retention, Inspection of Records. The applicant shall maintain records, books, files and other data as specified in an AmeriCorps grant award and in such detail as shall properly substantiate claims for payment under an AmeriCorps grant award, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a an AmeriCorps grant award, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a an AmeriCorps grant award. The Division and MSA shall have access, as well as any parties identified under Executive Order 195, during the applicant’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
5. Assignment. The applicant may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under an AmeriCorps grant award, with the exception that the applicant shall be authorized to assign present and prospective claims for money due to the applicant pursuant to an AmeriCorps grant award in accordance with M.G.L. c. 106, §9-318. The applicant must provide sufficient notice of assignment and supporting documentation to enable MSA to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the applicant, and these payments will be subject to intercept, offset, counterclaims or any other rights which are available to the Division or the Commonwealth of Massachusetts or MSA against the applicant.
6. Subgrant by Applicant. Any subgrant entered into by the applicant for the purposes of fulfilling the obligations under an AmeriCorps grant award must be in writing, authorized in advance by MSA and consistent with and subject to the provisions of the AmeriCorps grant award. Subgrants will not relieve or discharge the applicant from any duty, obligation, responsibility or liability arising under an AmeriCorps grant award. MSA is entitled to copies of all subgrants and shall not be bound by any provisions contained in a subgrant to which it is not a party.
7. Affirmative Action, Non-Discrimination in Hiring and Employment. The applicant shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee.

be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The applicant commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

1. Indemnification. Unless otherwise exempted by law, the applicant shall indemnify and hold harmless the Commonwealth of Massachusetts, including the Division, MSA and their respective agents, officers and employees (collectively, the “Indemnitees”) against any and all claims, liabilities, and costs for any personal injury or property damages, patent or copyright infringement or other damages that any of the Indemnitees may sustain which arise out of or in connection with the applicant’s performance of a an AmeriCorps grant award, including but not limited to the negligence, reckless or intentional conduct of the applicant, its agents, officers, employees or subcontractors. The applicant shall at no time be considered an agent or representative of the Division, the Commonwealth of Massachusetts or MSA. After prompt notification of a claim by any of the Indemnitees, the applicant shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. Neither the Commonwealth of Massachusetts, nor the Division, nor MSA shall not be liable for any costs incurred by the applicant arising under this paragraph.
2. Waivers. Forbearance or indulgence in any form or manner by the applicant or MSA shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
3. The applicant agrees that in the event that funding to MSA from the Division is modified or terminated so as to impair the ability of MSA to continue any funding to the applicant as awarded, MSA may upon notice to the applicant modify or terminate its funding to the applicant.

### **Supplementary Certifications**

##### NOTE: Sign this form and upload it with your application.

By signing this certification page, you certify that you agree on behalf of the applicant to comply with all Certifications .

##### **Organization Name:**

**Program Name:**

**Name and Title of Authorized Representative:**

**Signature:**

**Date:**