



United Planning Organization

REQUEST FOR PROPOSAL

RFP #2022-05

**FY 2023 Community Services Block Grant (CSBG)
Funding For
City-Wide Employment and Employment Support Services**

RFP Cover Page

Solicitation Issue Date: June 24, 2022			
Solicitation Closing Date: July 25, 2022		Solicitation Closing Time: 2:00 PM (EST).	
Issued By: United Planning Organization (UPO)			
Address: 301, Rhode Island Ave, NW, Washington, DC 20001			
Telephone Number: 202-238-4600			
UPO is a non-profit agency in the District of Columbia, founded in 1962 and is exempt from any state or federal taxes.			
Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown, if applicable.			
Responses must be received on or before, July 25, 2022 , 2:00 PM (EDT.) in the Procurement Office, United Planning Organization, 301 Rhode Island Avenue, NW, Washington, DC 20001.			
Electronic responses: Please submit your Proposal to procurement@upo.org , referencing "UPO City-Wide Employment & Employment Support Services RFP #2022-05 in the subject line. <i>Questions sent to procurement@upo.org will not be answered.</i>			
A virtual Pre-Proposal Conference for prospective proposers will be held on Thursday, July 7, 2022 at 1:30 pm. Interested proposers should email rhaque@upo.org for the link to this meeting by COB <u>Tuesday, July 5, 2022</u> . Questions raised during this meeting will be answered in real time.			
For questions/information, please email Rizwanul Haque, Procurement Officer, at rhaque@upo.org referencing "UPO City-Wide Employment & Employment Support Services RFP #2022-05. For all technical questions, please e-mail Mark Koiwai, Service Provider Manager at mkoiwai@upo.org with a copy to rhaque@upo.org referencing "RFP #2022-05 CSBG City-Wide Employment & Employment Support Services". All questions received will be answered within three business days and the Q&A will be posted on the UPO website. Questions/information must be emailed no later than <u>Thursday, July 14, 2022</u> . DO NOT send questions to procurement@upo.org as this is meant for receiving proposals only and not monitored on regular basis.			
United Planning Organization reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the organization, and/or request new proposals, if necessary.			
Any objection to the above conditions must be clearly indicated in the proposals.			
In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.			
Vendor Identification			
Company Name:			
Address:			
Telephone:			
Email:			
Print Name	Title	Authorized Signature	Date

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I. GENERAL INFORMATION

A. PURPOSE

As a recipient of Community Services Block Grant (CSBG) funding, the United Planning Organization (UPO) is announcing a Request for Proposals (RFP) from qualified and competent Community Based Organizations (CBOs) in providing employment readiness, job placement, vocational job training, and family support services to assist DC individuals and families become stable and achieve economic security. CBOs must have been in business for at least three full years to submit a proposal.

CBOs submitting proposals in response to this RFP must certify that services to be delivered will only target D.C. residents who are 18 years or older and who live at or below 200% of the federal poverty guidelines. Proposals must describe services to be delivered; proposer must achieve a minimum of 60 job placements; outcomes to be achieved by customers; and organizational capacity to support customers towards the achievement of these outcomes.

B. UNITED PLANNING ORGANIZATION (UPO) BACKGROUND

UPO is a 501(c) (3) private non-profit corporation and the designated Community Action Agency for the District of Columbia, providing leadership, support, and advocacy to empower low-income residents of Washington, DC to become self-sufficient and self-determined. UPO operates a wide array of special activities and offers many supportive and instructional services including:

- Head Start, Early Head Start, and other childcare programs that make measurable differences in the education of our youngest
- Comprehensive youth services with scholarships for DC residents
- Homeless transportation services
- Training programs designed to prepare participants for skilled employment
- Substance abuse treatment programs that assist individuals in overcoming their addictions
- Tax preparation and e-filing community-based tax preparation services
- Housing counseling services that help alleviate predatory lending
- Job placement and career development services

C. PROPOSER ELIGIBILITY

The proposer must be a Community Based Organization (COB). All proposed programs or services may only be provided to District of Columbia residents who are Community Service Block Grant (CSBG) eligible customers.

D. CONTRACT PERIOD AND RENEWALS

The term of any contract resulting from this RFP will be from October 1, 2022 (or from the date the agreement is executed) to September 30, 2023. The grant may be renewed for an additional year subject to satisfactory performance and availability of funding. The maximum grant award is \$275000.

This RFP is performance-based. Rates are set for each outcome. Funding can be earned up to the total amount requested based on meeting the required outcomes. Therefore, the number of grants to be awarded is dependent upon the amount requested by the individual community-based organizations selected. Funds may be used solely to support the services and outcomes as specified in the Program Outcome Earnings Plan (POEP) or Scope of Work (SOW). They may not be used for planning, development, construction or for start-up projects.

E. PRE-PROPSAL CONFERENCE

A virtual informational meeting, Pre-Proposal Conference, will be held on Thursday, July 7 at 1:30 pm (or Friday, July 8 at 10:00 am). Prospective proposers who are interested should e-mail UPO's Procurement Officer at rhaque@upo.org for the link to this meeting, latest by Tuesday, July 5, 2022.

F. QUESTIONS AND ANSWERS

Prospective proposers should email any general questions or request for information concerning this RFP to Rizwanul Haque, Procurement Officer at rhaque@upo.org, no later than COB on Thursday, July 14, 2022. Responses to questions received will be posted on the UPO website within three (3) business days.

For all technical questions in regard to the POEP, please e-mail Mark Koiwai, Service Provider Manager, at mkoiwai@upo.org with a copy to Rizwanul Haque, Procurement Officer.

Please reference "RFP#2022-05 City-Wide Employment & Employment Support Services" in the subject line on all emails.

G. GENERAL REQUIREMENTS

To be considered for selection, proposers must submit a complete response to this RFP. Proposal must be submitted electronically to UPO at procurement@upo.org. No other distribution of the proposals shall be made by the proposer. No hardcopies will be accepted.

NOTE: A proposer may submit no more than one (1) proposal in response to this RFP.

An authorized representative of the proposer shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the organization requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are incomplete or lack key information may be rejected by UPO. Proposals should be prepared as thorough and detailed as possible providing a succinct description of organizational capabilities to satisfy the requirements of the RFP.

All responses are to be submitted on standard 8.5" X 11" paper size in a 12-point font minimum type. Proposals should not be double-sided. Proposers shall respond to the items in the order they are shown in the RFP. Ownership of all data, materials and documentation originated and prepared for this RFP by any proposer shall belong exclusively to UPO.

H. SUBMISSION: DATE, TIME, AND LOCATION

Proposals must be received by or before **Friday, July 25, 2022** at 2:00 p.m. (EST). No changes can be made to the proposals after submission unless requested by UPO. Electronic (email or file sharing) proposals must be sent to procurement@upo.org. File sharing through websites like *Dropbox* is permitted but must be well timed to meet submission deadlines.

I. PROPOSAL SCORING CRITERIA

Initial review will be conducted by an internal review panel to determine whether the corporate capability requirements have been met. Proposers that have been determined to meet those requirements will have their proposal reviewed. A proposal review panel will then review and score the proposal. Upon completion of the review, the panel will make recommendations for awards based on the scoring model outlined in the following table:

PROPOSAL EVALUATION & SCORING FY 2023 Request for Performance-Based Proposals	POSSIBLE POINTS
ABSTRACT	5
ORGANIZATIONAL MISSION	5
TARGET POPULATION AND NEED FOR THE PROGRAM	10
SPECIFIC SERVICES AND OUTCOMES	15
PROGRAM LINKAGES	5
PROGRAM ORGANIZATIONAL STRUCTURE AND OPERATIONS	15
PROGRAM LOCATION AND FACILITY CONDITIONS	5
PAST PERFORMANCE	5
REPORTS AND RECORDS	5
PROGRAM OUTCOME EARNING PLAN (POEP)	30
ATTACHMENTS	Included
TOTAL SCORED POINTS	100
<i>There are a maximum of 100 points. UPO reserves the right to accept or reject any proposal.</i>	

J. DECISION ON AWARDS

The recommendations of the proposal review panel are advisory only. Following review of the panel's recommendations and in consideration of overall client needs and available funding, UPO's Board of Directors will make the final decision regarding awards.

K. UPO MONITORING AND EVALUATION OF PROGRAMS

Upon notification of award, UPO will designate representatives to monitor and render technical assistance to the programs. The procedures and criteria for reviewing the program's progress will be outlined in the proposer's executed agreement with UPO. One of the tools to be used to measure impact and program effectiveness is EmpowOR, UPO's web-based customer data reporting system. All recipients of CSBG funding are expected to fully utilize the EmpowOR reporting system.

II. PROPOSAL NARRATIVE AND ORDER

The narrative section should not exceed twenty-five pages. All pages of the proposal should be numbered. The proposal should be ordered as specified below with the information requested. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

A. LETTER OF TRANSMITTAL

An authorized representative of the proposer should sign this.

B. VENDOR IDENTIFICATION FORM

Completed, signed, and dated, see Attachment A-Vender Identification Form.

C. TABLE OF CONTENT

Include a table of contents with your proposal.

D. ABSTRACT

The abstract should be no longer than one page, and should include the following:

1. A brief description of your organization including your efforts to address poverty in the District and to move residents toward self-sufficiency;
2. The program focus area(s) and program indicator(s) you will address;
3. A brief description of the proposed program and/or initiative;
4. The target population(s).
5. The need for the proposed program.
6. If applicable, the name and program function(s) of your partner CBOs;
7. The dates of program operation (must be within the grant award period).
8. The location(s) of service delivery in Washington, DC, and hours of operation; and
9. The amount of the award requested based on the Program Outcome Earnings Plan (POEP).

E. ORGANIZATIONAL MISSION

Describe your organization's mission and how it aligns with the purpose of the CSBG. Describe what makes your organization or program stand out among the organizations that help residents of Washington, DC who have low incomes to become self-sufficient.

F. TARGET POPULATION AND NEED FOR THE PROGRAM

Describe the following:

1. The target population, this should include only low-income individuals and families who are DC residents and whose family income does not exceed 200% of the federal poverty guidelines. This policy does not prevent participation of persons in your program with family incomes exceed 200% of the federal poverty guidelines. Please state how you will provide evidence of a system of maintaining administrative records that clearly demonstrate Customer Proof of CSBG Eligibility and that clearly identifies alternate funding sources for persons ineligible for services through CSBG funding. Also include demographic data, DC Ward(s) served; the percentage of the target population your program will address; and the total number of persons to be served.
2. Customers need for the proposed services, clearly referencing all data and information sources used as documentation either within text or foot-or end-noted.
3. Justification of the selection of the target population and approach proposed. If services outlined are not unique to the target population or area, explain why the activities proposed do not supplant existing services provided by your program or other agencies serving the population outlined.

G. SPECIFIC OUTCOMES AND SERVICES (SCOPE OF WORK)

The Program Outcome Earning Plan (POEP) specifies the proposal specific outcomes and services (Attachment E. Program Outcome Earnings Plan). National Performance Indicators of the CSBG Annual Report (NPIs) define the outcomes to be achieved and state individual and family services (SRVs) to be provided. The POEP lists their domains as: Employment; Employment Support; Education and Cognitive Development; Infrastructure and Asset Building; Housing; Health and Social/Behavioral Development; and Service Supporting Multiple Domains. The POEP outlines the rate of pay by unit for each outcome and service.

Proposal shall include a detailed POEP demonstrating how the total amount of \$275,000 will be earned. The completed POEP is required with all proposals. Download the Program Outcome Earnings Plan and Instructions from UPO's website. Go To Join Our Team, click on Requests for Proposal/Qualifications, click on Current Request for Proposals (RFPs)/Invitations for Bid (IFBs), click [insert name of documents, i.e. RFP#2022-05 POEP and Instructions]. The Plan is a self-calculating Microsoft Excel spreadsheet. The instructions are in a Microsoft Word document. Complete the Plan in its entirety and attach it to your proposal.

Develop a POEP for your organization that is consistent with the NPIs. A listing of selected modules, indicators, services, and rates has been entered on the form to offer suitable choices. You may use

only those program indicators and service measures listed. The proposer should propose strategies that address one or more of the selected NPIs and corresponding SRVs. **CBOs must include a minimum of sixty (60) total job placements** and associated retention outcomes, as an integral part of the proposal.

Performance indicators must have outcomes that can be quantified. Consider the needs of customers when determining the types of services your programs will offer. For example, if your target population of unemployed persons requires some type of remedial education to enable them to get a job, you would design your program accordingly to include an educational component.

With reference to a completed copy of the POEP spreadsheet, state what is the NEED for the program, clearly define the overall purpose of the program and identify the specific services and outcomes that your CBO will deliver to customers. This portion of the proposal must also:

1. Discuss why the National Performance Indicators (services and outcomes) were selected.
2. Explain how these methods are innovative or unique and different from services provided to the target population or area by existing organizations.
3. Provide a detailed description of the program's implementation. Specify the activities and timeframes to be performed by your staff, and services to be provided to customers participating in the program. Identify where the work is to be performed, timeframe and mode of instruction or service, i.e., hours of operation-weekday, evening, weekend.
4. Demonstrate how services provided are consistent with staffing, organizational capacity, history, organizational accomplishments, and the proposed outcome earnings plan (See Attachment E, Program Outcome Earnings Plan) Programs that include vocational skills training of 31+ days must include the training curriculum and a proposed monthly schedule of training classes.

Programs that offer ABE/GED/EDP services must also include the curriculum, propose monthly schedule of classes as well as indicate whether it receives funding from the Office of the State Superintendent of Education (OSSE). The proposed monthly training/class schedule should show the beginning and ending dates for each cohort, daily training/classes scheduled and holidays. Label as Attachment P, Curriculum and Class Schedule.

Programs that include Mental/Behavioral Health services for substance abuse counseling (individual and/or group) or mental health counseling (individual and/or group) must include the nature of the sessions and be conducted by state certified health professionals.

5. Describe the system for monitoring the program and identify an evaluation or quality management plan to ensure deficiencies are addressed.

- a. Identify the means to collect, assess, and document outcomes and services to ensure goal attainment and achievement of projected outcomes and services.
 - b. State how low-income level would be tracked, and DC residency verified.
 - c. The evaluation or quality management plan should focus on linkages, efficiencies, and measures of customers' pre and post outcomes.
6. Describe the procedures to ensure monthly program reports and quarterly reports are submitted no later than the fifth (5th) day following the end of the previous month or quarter. (If the fifth (5th) day falls on a weekend, data entry should be completed by the preceding Friday.) Also, how close-out financials, performance, and other reports will be submitted, no later than fifteen (15) days following the end of the operating period.

H. PROGRAM LINKAGES

To achieve planned outcomes, proposers are highly encouraged to form coalitions and/or partnerships with private companies, governmental entities, other non-profit organizations as well as UPO Community Service Centers, Head Start, and other UPO funded programs. Note, however, that UPO will not pay your organization for work fully completed by a partner or organization in the absence of an MOU demonstrating consent by the partner organization. The performance-based agreement to be issued by UPO will only compensate qualified CBOs for work done by staff and volunteers of the organization or that purchased by the organization via cash or mutual exchange from a vendor or partner organization. Similarly, UPO will not pay for services that are available for free to DC residents. In this section of your proposal, describe the following:

The program's relationship to other organizations and programs within the community; and the relationship of the program's goals to the proposed strategies for assisting customers to become stable and achieve economic security. Attachment B, Coordination and Linkages is provided for use in documenting these relationships. This form must be completed and attached to your proposal.

I. PROGRAM ORGANIZATIONAL STRUCTURE AND OPERATIONS

This portion of your proposal should provide an overall organizational chart – labeled Attachment M, Organizational Chart - including proposed program staffing that clearly identifies personnel by name and title. Position descriptions and current resumes describing relevant qualifications for all personnel assigned to the program must be attached to the proposal. Position descriptions must be labeled as Attachment N, Position Descriptions, and current resumes must be labeled as Attachment O, Staff Qualifications. Each resume submitted must not exceed two (2) pages. All vacant positions should be designated “vacant” or “to be hired (TBH)” on the chart.

1. List of at least three comparable work/client references to include organization name, brief description of the program, and contact person's name, telephone number, and email address; preferably referencing a community based non-profit organization.

2. List of all employees who will be associated with the Program and their positions. Include employee plan to demonstrate capacity in order to support 60 or more customers for job placement.
3. Proposal shall also demonstrate capabilities along with the statement that the proposers understand UPO's requirements.

J. PROGRAM LOCATION AND FACILITY CONDITION

Provide a description and location of your program facility. The facility must be safe and conform to health, sanitation, fire, licensing, zoning, and building codes as established and regulated by the DC government. The facility must be suitable for the program purpose, Americans with Disabilities Act (ADA) compliant and subject to inspection by UPO in the event the award is granted. Evidence of Department of Consumer and Regulatory Affairs (DCRA) inspection/certification and/or an Occupancy Authorization Letter must be submitted to UPO. Complete Attachment C, Occupancy Authorization Letter and attach it to the proposal.

K. PAST PERFORMANCE

Describe any past grants received from the UPO and any experience that your organization has had with UPO performance-based program funding. Also, fully describe any past grants received from other funding sources in excess of \$100,000 and experience that your organization has had with any performance-based program funding. Please state whether any of the experience involved a program similar to that proposed in response to this RFP. Indicate on the form: the funder; amount funded; funding period; partners if any; specific outcomes; and results. Discuss both positive and negative program outcome performance. Complete Attachment D, Notice of Past Performance and attach it to the proposal.

L. REPORTS AND RECORDS

Each CBO proposal is required to describe the following:

1. How UPOs record keeping, and reporting requirements will be met.
2. A brief statement that you understand the requirements; and
3. Staff capacity to do weekly data entry and deliver timely monthly reports to UPO.

The response must recognize the fact that UPO utilizes a web-based data reporting system called EmpowOR tracking all customer personal, service and outcome data. The CBO must have internet access and be able to access and enter data into EmpowOR on a regular basis. Reporting to UPO is required on a monthly, quarterly, and annual basis depending on the report. Mandatory EmpowOR training shall be provided by UPO.

In addition to reporting in EmpowOR, service providers must maintain physical documentation to support the outcomes reported. Detail your procedures for maintaining accurate records for services and outcomes. Please address the issue of confidentiality and access to records for monitoring purposes.

Funded CBOs are expected to provide UPO with the following reports by the designated due date (formats will be provided by UPO):

1. Monthly Program Outcome Earnings Report (POER), including its narrative progress reporting which consists of information on activities conducted during the month, meetings attended during the month, resource contacts, upcoming events, program comments and/or issues to be addressed and up-to-date staffing information. This report is due the fifth day following the last day of (end of) the previous month. If the fifth day falls on a weekend, the report is due the Friday before.
2. Quarterly Progress and Financial Report, including a case study/success story.
3. Final report, summarizing all program deliverables inclusive of program modifications along with an accompanying financial summary. This report is due no later than fifteen (15) days after expiration of the Award Agreement and prior to receiving the final disbursement.

UPO reserves the right and may request current or unaudited financial documentation that will be due no later than fifteen (15) days after expiration of the Award Agreement and prior to receiving the final disbursement.

III. REQUIRED ATTACHMENTS

The following required attachments should be fully completed, labeled accordingly attached to the proposal in the following order to complete the proposal. Attachment F Organization/Agency Checklist should also be completed, used as a guide, and submitted in the package.

If any document is unavailable, please mark “Document Unavailable” and provide a brief explanation on a single sheet of paper with the document number. If it does not exist, please mark “None” and provide a brief explanation on a single sheet of paper with the reference number. If the document is not applicable, please mark “N/A” and explain as indicated above.

Provide the following required documents in the order listed below:

A. CORPORATE DOCUMENTS

<u>Label As:</u>	<u>Document</u>
Attachment 1.	IRS Tax Exempt Status Verification (IRS Tax Exempt Determination Letter or IRS Affirmation Letter)
Attachment 2.	Current Board Membership Roster, including name, address, and position on the Board
Attachment 3.	Resume of Chief Executive Officer and/or Executive Director
Attachment 4.	Most recent audited Financial Statements or most recent unaudited Financial Statements compiled by a CPA.
Attachment 5.	Most recently filed IRS 990 Federal Tax Return
Attachment 6.	Current D.C. Basic Business License
Attachment 7.	A copy of the current certificate of liability insurance evidencing coverage of the minimum required in this RFP. See Section E of this RFP.

B. NARRATIVE DOCUMENTS

<u>Label As:</u>	<u>Document</u>
Attachment E	Program Outcome Earnings Plan (POEP) and Instructions (See Section II, G. Specific Outcomes and Services for access to POEP and Instructions).
Attachment B	Coordination & Linkages
Attachment M	Organizational Chart
Attachment N	Position Descriptions
Attachment O	Staff Qualifications
Attachment C	Occupancy Authorization Letter
Attachment D	Notice of Past Performance
Attachment P	Curriculum and Training Schedule
Attachment F	Organization/Agency Checklist

C. CERTIFICATIONS

<u>Label As:</u>	<u>Document</u>
Attachment G	Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transactions
Attachment H	Certification Regarding Lobbying
Attachment I	Certification for Contracts, Loans and Cooperative Agreements
Attachment J	Certification Regarding Drug-Free Workplace
Attachment K	Certification Regarding Environmental Tobacco Smoke
Attachment L	Statement of Compliance with Applicable Federal, State Statutes and Regulations

IV. PROVISIONS – TERMS AND CONDITIONS

All Agreements resulting from this RFP shall be subject to, but not limited to, the below terms and conditions. Additional terms and conditions will be set forth in the Agreement to be signed by the parties.

A. PRE-CONTRACT DOCUMENTATION

Prior to receiving a contract from UPO, the following documents will be required of the selected organization(s):

1. Non-Profit Status:
 - a. D.C. Tax Exempt Status Verification
2. Business Standing:
 - a. Certificate of Good Standing from the DC Department of Consumer & Regulatory Affairs
 - b. Certificate of Clean Hands from the DC Office of Tax and Revenue
 - c. DC Business License
3. Board Governance and Key Policies:
 - a. Two (2) copies of the most recent Board of Directors' Meeting Minute
 - b. Current Bylaws
 - c. Conflict of Interest Policy
 - d. Criminal Background Check Policy
4. Organizational Leadership:
 - a. Resume of Chief Financial Officer or Financial Director
5. Financial, Tax and Insurance:
 - a. Current Certificate of Insurance showing current types of insurance coverage and limits

6. Disclosures:
 - a. Disclose all legal or administrative proceedings during the last three years, including any pending actions
 - b. Disclose if you intend to partner with another organization to perform the services funded under this proposal and if so, provide a document explaining the relationship between the two organizations and each organization's duties and responsibilities (i.e., Letter of Intent, Memorandum of Understanding, or contract).
7. Certifications for your review and signature:
 - a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - b. Certification Regarding Lobbying
 - c. Certification Regarding Drug-free Workplace
 - d. Certification Regarding Environmental Tobacco Smoke
 - e. Statement of Assurances of Compliance

B. PAYMENT

Payments under this Agreement are performance-based and will be processed on a monthly basis. Services must be rendered during the term of the Agreement. Service Providers will submit the prior month's Program Outcome Earnings Report (POER) by no later than the fifth (5th) day of each month. If the 5th day falls on a weekend, the report shall be due the Friday before. The amount payable to the Provider will be the Provider's cumulative earnings to date, less the total amount previously paid to the Provider. At no time will the Provider be paid more than the cumulative planned earnings through the end of the quarter. UPO shall issue payment to the Service Provider within thirty (30) days following UPO's approval of the Provider's submission of a complete report package, inclusive of the POER. The Service Provider shall repay UPO if UPO overpays the Provider or if a payment for services is subsequently disallowed.

C. MONITORING AND ASSESSMENT

UPO shall monitor and assess the Service Provider's CSBG Program and will confer with the Provider's staff, as necessary. The Provider agrees to cooperate with UPO and with any other organization or individual engaged by UPO for this purpose. UPO has the right, at all reasonable times, to inspect or otherwise monitor and assess the work performed, or being performed, and the premises in which said work is being performed on a monthly basis or more often, if deemed necessary by UPO. If any inspection or monitoring and assessment is made of the premises or the program of the Service Provider, all such inspections and monitoring and assessments shall be performed in such a manner as will not unduly interfere with the work of the Service Provider. However, inspections, monitoring, and assessments may be conducted on an announced or unannounced basis.

D. AUDITS

The Service Provider shall make or cause to be made an independent annual audit of the Service Provider's financial statements for the 2020-2021 program year covered under the Agreement in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." (45 C.F.R. Part 75).

The Service Provider shall provide UPO with two (2) copies of the Service Provider's board approved audited financial statement, Single Audit report (as applicable - if Provider has federal award expenditures of \$750,000 or more during the fiscal year – 45 C.F.R. Part 75, Subpart F), and management letters by no later than five (5) months after the end of the Provider's fiscal year. The Service Provider's financial records, including audited financial statements, tax returns and any management letters, must be available for review by UPO auditors on an annual basis when requested. Where the Service Provider receives contributions from sources other than UPO, UPO shall have the right to inspect and audit the pertinent books and records of the regarding transactions related to such other contributions.

At any time or times before final payment and three (3) years thereafter, UPO may require an audit of the Service Provider.

E. INSURANCE

The Service Provider shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. All insurance shall be written with responsible companies authorized to do business in the District of Columbia. The Service Provider shall provide UPO with Certificate of Insurance giving evidence of the required coverage prior to commencing work under the Agreement. All insurance certificates provided by the Provider, except Workers' Compensation Insurance, shall indicate that UPO is an additional insured and will provide for at least thirty (30) days written notice to UPO if coverage is reduced, expires, or is canceled. In the event of any other amendments or changes in coverage, the Service Provider shall notify UPO of such amendment or change within ten (10) business days thereof.

1. **Commercial General Liability Insurance.** The Service Provider shall carry commercial general liability coverage of at least one million dollars (\$1,000,000) per occurrence; two million dollars (\$2,000,000) aggregate; bodily injury and property damage, including, but not limited to: premises operation; broad form property damage; products and completed operations; personal and advertising injury; contractual liability and independent contractors.
2. **Automobile Liability Insurance.** The Service Provider shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles in conjunction with the services performed under this Agreement. The policy shall provide a one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance, including Employer's Liability. The Service Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia. The policy shall provide for five hundred thousand (\$500,000) per 17 City-Wide Employment and Employment Support Services RFP # 2019-02 accident for injury, five hundred thousand (\$500,000) per employee for disease with a five hundred thousand (\$500,000) policy limit for disease.
4. Professional Liability (Errors & Omissions). The Service Provider shall provide Professional Liability Insurance to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of one million dollars (\$1,000,000) per claim.
5. Property Insurance. The Service Provider shall carry All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis.

F. GOVERNANCE AND CORPORATE VIABILITY

The Service Provider must be in compliance with its Articles of Incorporation, bylaws, and the laws and regulations under which it was formed. The Provider shall be financially viable.

The Service Provider shall report in writing to UPO the initiation by or against the Service Provider of any legal or administrative proceedings or pending regulatory or other investigations (the Inspector General, etc.) or license(s) suspension or revocation, inclusive of citations, related to or affecting this Service Agreement within five (5) business days of the date Service Provider learns of such action or proceeding.

G. YOUTH SAFETY REQUIREMENTS

Programs that provide direct services to children and/or youth must meet the requirement of the District of Columbia Child and Youth Safety and Health Omnibus Amendment Act of 2004, as amended. See DC Official Code § 4-1501 *et seq.*

H. PRIVACY AND CONFIDENTIALITY

The Service Provider shall maintain confidentiality regarding customers served under the Agreement, including but not limited to customer personal information and files. All Service Providers must have a confidentiality policy applicable to all personal information of customers served through its programs which includes a provision for written notice to the customer or guardian of uses and disclosures of the personal information. The Service Provider shall provide access and/or disclose confidential customer information only to properly authorized persons. The Service Provider shall observe and abide by all applicable local, state, and federal statutes and regulations regarding use or disclosure of customer information.

I. SMOKE FREE WORKPLACE

The Service Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreement, loans, or loan guarantees, and provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

J. TERMINATION

1. Termination for Convenience of UPO

UPO may terminate performance of work under the Agreement in whole, or in part, if the UPO Board of Directors (“Board”) determines that a termination is in the best interest of UPO. UPO shall terminate the Agreement by delivering a Notice of Termination to the Service Provider specifying the extent of the termination and the effective date. After receipt of Notice of Termination, and except as directed by UPO, the Service Provider shall immediately proceed with the following obligations: stop work as specified in the notice; and incur no further expenses or obligations. UPO shall pay the Service Provider for all services/outcomes satisfactorily completed through the termination date consistent with the terms of the Agreement.

2. Default, Suspension and Termination Procedures

UPO may, by written notice of default to the Service Provider, suspend the Agreement in whole or in part; terminate the Agreement for cause in whole or in part; or take any other remedies that may be legally available if for any reason UPO determines, in its sole discretion, that the Service Provider materially fails to perform as required herein or fails to comply with the terms and conditions of the Agreement so as to endanger provision of the services to the community and does not correct such failure within a period of ten (10) days (or such longer period as UPO may authorize in writing) after receipt of written notice from UPO specifying such failure, any corrective action required of the Service Provider and the effective date.

a. Suspension

- i.** Suspensions may be made effective immediately if a delayed effective date would be unreasonable considering UPO’s responsibilities to protect UPO’s, DCDHS’ or USDHHS’ interest.

- ii. Suspensions shall remain in effect until the Service Provider has taken corrective action satisfactory to UPO or given satisfactory evidence that corrective action will be taken, or until UPO terminates the Agreement.
 - iii. After receipt of Notice of Suspension, and except as directed by UPO, the Service Provider shall immediately proceed with the following obligations: stop work as specified in the notice; and incur no further expenses or obligations under the Agreement.
- b. Termination
- i. A Notice of Termination shall state the reasons for the termination and the effective date prior to expiration of the operating period of the Agreement. After receipt of Notice of Termination, and except as directed by UPO, the Service Provider shall immediately proceed with the following obligations: stop work as specified in the notice; and incur no further expenses or obligations under the Agreement.
 - ii. A termination may be effective immediately when the failure to comply with the terms of the Agreement is so serious that immediate termination is in the best interest of UPO, DCDHS or USDHHS. In the event UPO terminates the Agreement in whole or in part, UPO will not be liable for any excess costs for similar services, provided that the Service Provider shall continue the performance of the Agreement to the extent not terminated.
 - iii. In the event that grant funding under which the Agreement is made, is terminated or the amount of the grant reduced by DCDHS, UPO shall there upon have the right to terminate or reduce the Agreement dollar amount of the Agreement by giving the Service Provider written notice of such termination and specifying the effective date.
 - iv. The Agreement may be terminated at the request of the Service Provider with at least a thirty (30) day written notification to UPO setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if UPO determines in the case of partial termination that the reduced or modified portion of the Agreement will not accomplish the purposes for which the Agreement was made, UPO may terminate the Agreement in its entirety.
 - v. If the Service Provider is unable or unwilling to comply with additional conditions as may be lawfully applied by USDHHS or DCDHS to UPO's grant award or due to a new local, state, or federal law, the Service Provider shall terminate the Agreement by giving reasonable written notice to UPO, signifying the effective date

thereof. In such event, UPO may require the Service Provider to ensure that adequate arrangements have been made for the transfer of the Service Provider's activities to another entity suitable to UPO.

- vi. All property, reports, studies, surveys, plans and other documents and material prepared or assembled by the Service Provider pursuant to this Agreement through the effective date of termination shall become the property of UPO.
- vii. The Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed pursuant to the Agreement through the effective date of termination. Notwithstanding such provision, the Service Provider shall not be relieved of liability to UPO for such damages sustained by UPO by virtue of any breach of the Agreement by the Service Provider, and UPO may withhold any payments to the Service Provider for the purpose of off-set until such time as the exact amount of damages due from the Service Provider is determined.

K. CSBG GRANT TERMS AND CONDITIONS

Funds under this award will be made available for expenditure in accordance with Title II of Public Law 105-285 - Coats Human Services Reauthorization Act of 1998 (42 U.S.C. § 9901 *et seq.*; 45 C.F.R. Part 96), and are subject to all of the applicable CSBG laws, regulations, guidelines or other actions which may be adopted by the U.S. Department of Health and Human Services, D.C. Department of Human Services or UPO. In addition, the below terms and conditions are applicable to the CSBG Program.

- 1 The Service Provider agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. 45 C.F.R. Part 75 (for Federal Awards 2 C.F.R. Part 200).
2. The Service Provider shall ensure that its facilities used during the performance of the Agreement shall meet all applicable local, state, and federal laws and regulations for its intended use throughout the duration of the Agreement. The Service Provider shall maintain all required permits, certificates and licenses required for the facilities in the District of Columbia. The Service Provider shall ensure that its facilities used in performance of the Agreement are accessible to persons with disabilities consistent with the Title II of the Americans with Disabilities Act of 1990, as amended.
3. The Service Provider agrees and certifies that neither it nor its principles:
 - a. Are presently debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in this transaction by any Federal, state, or local department or agency.

- b. Have not within a three-year period preceding the proposal 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's 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 not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and
 - d. Have not within the preceding three (3) years had one or more public transactions (Federal, State, local) terminated for cause or default.
4. The Service Provider who receives amounts in excess of \$100,000 in Federal funds agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 *et seq.*
5. The Service Provider who applied for an award of more than \$100,000 agrees that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352 (Byrd Anti-Lobbying Amendment). See also 45 C.F.R. Part 93 (New Restrictions on Lobbying) (USDHHS).
6. The Service Provider agrees to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, as amended and the regulations at 45 C.F.R. Part 82. Pursuant to those laws and regulations, the Service Provider agrees to maintain a drug-free workplace, publish a drug-free workplace statement, establish a drug-free awareness program for its employees, act concerning employees who are convicted of violating drug statutes in the workplace, and identify all known workplaces under its Federal awards.
7. The Service Provider agrees to comply with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 *et seq.* and applicable regulations. As applicable, the Service Provider shall not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, political affiliation, disability, matriculation, familial status, genetic information, source of income, place of residence or business, status as a victim of an intra-family offense, and any other basis protected by law.
8. Unless exempt from the law, the Service Provider agrees to comply with the D.C. Living Wage Act of 2006, as amended (D.C. Official Code §2-220.01 *et seq.*), and shall ensure that should it receive an award of at least \$100,000 and its subcontractors receive

at least \$50,000 of that award, that employees working on the grant-funded program/project shall be paid a living wage of no less than \$14.20 an hour (or adjusted rate). This wage may be adjustment annually by the DC Department of Employment Service up to 3%. Adjustments in excess of 3% shall be approved by the Mayor.

9. Provider agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*, as amended, and applicable regulations at 45 C.F.R. Part 80.
10. Provider agrees to comply with Equal Treatment for Faith-Based Organizations, 5 U.S.C. § 301, and applicable regulations at 45 C.F.R. Part 87.
11. Provider agrees to comply with all applicable anti-discriminations, including the Equal Employment Opportunity, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and applicable regulations; Equal Pay Act of 1963, 29 U.S.C. § 206(d), and applicable regulations; Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) and the applicable regulations.
12. As applicable, the Provider agrees to comply with Hatch Act, 42 U.S.C. § 9918(b)(1) and 5 U.S.C. § 1501 *et seq.*
13. The Provider agrees to comply with the DC Wage Theft Prevention Amendment Act of 2014, DC Official Code §§ 32-1301 *et seq.*, as amended.
14. The Service Provider agrees to comply with all federal and D.C. laws applicable to organizations that conduct business in the District of Columbia and laws applicable to 501(c)(3) organizations (as applicable).
15. The Service Provider will comply with the DC Language Access Act of 2004, as amended (DC Official Code § 2-1931 *et seq.*

V. APPENDICES

Attachment A: Vender Identification Form

Organization's Name:	
Company Federal ID:	
Address:	
Remit to Address	
Telephone:	
Email:	
Web address:	
Primary Contact Person	Name: Title: Phone No.: E-Mail Address:
Signature and Title of Authorized Agent	

Attachment C: Occupancy Authorization Letter

Use the language set below and submit on Landlord's Stationery addressed to:

UPO Procurement Officer
301 Rhode Island Avenue, N.W.
Washington, D.C. 20001

Or submit on this form with original signatures.

_____ is authorized to utilize the premises of
[Name of Organization, Agency, or Program]

(Street Address)

Suite/Floor/Room

City/State/Zip Code

For the period of _____ to _____ for the following purpose(s) of the program:

The facility is safe and conforms to health, sanitation, fire, licensing, zoning, and building codes as established and regulated by the D.C. Department of Consumer and Regulatory Affairs (D.C. D.C.R.A.).

The D.C. D.C.R.A. certificate of occupancy and current inspection certificates are maintained by the landlord and will be made available to UPO upon request.

It is agreed that _____ is permitted to utilize the premises at:

cost or no cost (circle one),

for the purpose(s) mentioned above.

Sincerely,

(Landlord's signature)

(Landlord's Printed Name)

Attachment D: Notice of Past Performance

Please indicate whether your organization has received funding through the UPO within the last three fiscal years. If yes, please provide the percentage of outcomes achieved for each year.

- Organization has not received funding through UPO since FY 2019
- Organization has received funding through UPO for the following fiscal years:

Fiscal Year	Y/N	Performance Level
2020 (October 1, 2019-September 30, 2020)		
2021 (October 1, 2020-September 30, 2021)		
2022 (October 1, 2021-September 30, 2022)		(est.)

Programs	Funding Source	Amount	Planned Outcome	Outcomes/Achievements

NOTE: The information provided on this form is subject to verification.

Attachment E: Program Outcome Earning Plan (POEP)

For the RFP, Program Outcome Earnings Plan (excel spreadsheet) as well as instructions, please access at the following links:

[RFP 2022-05 CSBG City-Wide Employment Svcs.pdf](#) .

[Program Outcome Earnings Plan \(POEP\).xlsx](#)

[INSTRUCTIONS FOR FY-23 POEP.docx](#)

Attachment F: Organization/Agency Checklist

It is recommended that you complete this checklist to assure that all components of your submission have been included. Note full instructions and specification in Section III Required Attachments of the RFP.

Type	Documents	Labeled As Attachment	Check If Attached
General	Proposal Narrative Section II A-N		
Corporate	IRS Tax Exempt Status Verification	1	
	Current DC Basic Business License	2	
	Current Board Membership Roster	3	
	CEO and/or Executive Director Resume	4	
	Financial Statements	5	
	IRS Federal Tax Return	6	
	Certificate of Liability Insurance	7	
Narrative	Program Outcome Earning Plan (POER)	E	
	Coordination & Linkages Form	B	
	Organizational Chart	M	
	Position Descriptions	N	
	Staff Qualifications	O	
	Occupancy Authorization Letter	C	
	Notice of Past Performance Form	D	
	Curriculum and Training Schedule	P	
	Organization/Agency Checklist	F	
Certifications	Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion	G	
	Certification Regarding Lobbying	H	
	Certification for Contracts, Loans and Cooperative Agreements	I	
	Certification Regarding Drug-Free Workplace	J	
	Certification Regarding Environmental Tobacco Smoke	K	
	Statement of Compliance with Applicable Federal, State Statutes and Regulations	L	

**Attachment G: Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or District department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements on this certification, such prospective participant shall attach an explanation to this proposal concerning each statement to which certification has not been made.

The prospective lower tier participant certifies that neither it nor its principals are on the consolidated List of Debarred, Suspended or Ineligible Contractors prepared by the General Services Administration, the Department of Housing and Urban Development or other Federal or District department or agency.

Signature

Printed Name and Title of Authorized Signatory

Date

Attachment H: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreements, 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, an 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. This certification is 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Print Name and Title of Authorized Signatory

Date

Attachment I: Certification for Contracts, Grants, Loans and Cooperative Agreements

This certification is 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreements, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

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 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.

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.

Signature

Printed Name and Title of Authorized Signatory

Date

Attachment J: Certification Regarding Drug-Free Workplace

By signing and submitting this grant application, the applicant, in accordance with 28 CFR Part 83, certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The applicant's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.
- (d) Notifying the employee in the statement required by paragraph (a) above, that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) above, from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2) above, with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

Signature

Printed Name and Title of Authorized Signatory

Date

Attachment K: Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantees. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, then undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

Signature

Print Name and Title of Authorized Signatory

Date

Attachment L: Statement of Compliance with Applicable Federal, State Statutes and Regulations

By signing this statement, the undersigned certifies that the applicant organization is and will continue to be in compliance with all applicable Federal and District statutes and regulations as amended, including but not limited to:

- (1) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and applicable regulations.
- (2) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*, as amended, and applicable regulations at 45 C.F.R. Part 80 (Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)(USDHHS).
- (3) Equal Employment Opportunity, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and applicable regulations.
- (4) Equal Pay Act of 1963, 29 U.S.C. § 206(d), and applicable regulations.
- (5) Rehabilitation Act of 1973, Pub. L. 93-112, as amended by the Rehabilitation Act of 1974, Pub. L. 93-516, 29 U.S.C. § 794 (Section 504) and the applicable regulations at 45 C.F.R. 84 (Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance) (USDHHS).
- (6) Title IX of the Education Amendments of 1972, Pub. L. 92-318, as amended by Section 3 of Pub. L. 93-568, 20 U.S.C. §§ 1681 – 1688, and the applicable regulations at 45 C.F.R. Part 86 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance) (USDHHS).
- (7) The Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 *et seq.*, and applicable regulations.
- (8) The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 *et seq.*, and applicable regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance) and Part 91 (Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance) (USDHHS).
- (9) Equal Treatment for Faith-Based Organizations, 5 U.S.C. § 301, and applicable regulations at 45 C.F.R. Part 87 (Equal Treatment for Faith-Based Organization) (USDHHS).
- (10) Hatch Act, 42 U.S.C. § 9918(b)(1) and 5 U.S.C. § 1501 *et seq.*
- (11) The Living Wage Act of 2006 Title I, D.C. Law No.16-118, (D.C. Official Code §§ 2-220.01-11).
- (12) Act 20-426, “Wage Theft Prevention Amendment Act of 2014” (D.C. Official Code § 32-1301).

Signature

Print Name and Title of Authorized Signatory

Date