

## ATTACHMENT C - ASSURANCES AND CERTIFICATIONS

As a condition to the award of financial assistance under WIOA from the Department of Labor, the subcontractor assures, with respect to operation of the WIOA-funded program or activity and all contracts or arrangements to carry out the WIOA-funded program or activity that it will comply fully with the following:

### Subcontractor assures and certifies that:

1. The Subcontractor will comply with the requirements of all federal and state laws and regulations pertaining to the prohibition of discrimination and sexual harassment, including, but not limited to, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964;
2. The Subcontractor assures that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, political affiliation or belief;
3. The Subcontractor will comply with the requirements of the **Federal Lobbying Act**;

By accepting this grant, signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of an Federal loan, the entering into any cooperative contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative contract.
- b. 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 office 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 contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying,": in accordance with its instructions.
- c. The signer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contacts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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.

4. The Subcontractor will comply with all applicable fiscal laws, regulations, policies and procedures required of any entity administering a federal program including, but not limited to, OMB Circular A-110(Non-Profit Organizations), OMB Circular A-122 (Cost Principals for Non-Profit Organizations), and OMB Circular A-133 (Single Audit Act);
5. The Subcontractor will comply with the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The subcontractor certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application / proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.
6. The Subcontractor certifies that it currently has no tax liabilities or other Commonwealth obligations and it shall notify the Department if it becomes delinquent in the payment of taxes, or other commonwealth obligations, or it is or any of its subcontractors are suspended or debarred by the commonwealth, the federal government, or any other state or governmental entity;
  7. The Subcontractor understands that the Commonwealth has the right and may set off the amount of any state tax liability or other Commonwealth obligation against any payments due to the contractor under any contract with the Commonwealth; and
  8. The Subcontractor will abide by the Commonwealth requirements regarding Small Disadvantaged Business (SDB) utilization, including but not limited to the requirements of the Bureau of Minority and Women Business Opportunities (BMWBO) Office and that it has read and will abide by the requirements of the Special Provisions for Invitations for Bids, Certified SDB.” See [www.dgs.state.pa.us](http://www.dgs.state.pa.us), DGS Keyword: BMWBO; Federal Vendor database is available at <http://www.sba.gov/>.
  9. The Subcontractor will comply with the Fair Labor Standard Act (FLSA) 1938 as well as the Child Labor Act of 2012, P.L. 1209, No. 151.
  10. The Subcontractor will comply with SF 424 B (Assurances for Non-Construction Programs);

11. The Subcontractor will comply with Public Law 107-228, Jobs for Veterans Act; and 20 CFR Part 1010, Veterans Employment and Training Service, Priority of Service for Covered Persons.
12. The Subcontractor will comply with the Minimum Wage Requirements referenced in 29 CFR Part 95 Appendix A(3) removed reference which states "Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than minimum wages specified in a wage determination made by the Secretary of Labor" and the Pennsylvania Minimum Wage Act 112 of 2006 which increases the minimum wage to \$7.25 per hour effective July 24, 2009.
13. The Subcontractor assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing.
14. The Subcontractor will comply with the Contract Hours and Safety Standards Act (40 U.S.C. § 327-333) and as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the ages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See Attachment D- Training Site Agreement.

**W. GRANT PROVISIONS – RIGHT TO KNOW LAW 8-K-1580, 2/1/2010**

- a. The subcontractor understands that this Contract and records related to or arising out of the Grant Contract are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's or Subcontractor's assistance in any matter arising out of the RTKL related to this Grant Contract, it shall notify the Contractor or Subcontractor using the legal contact information provided in the Grant Contract. The Contractor or Subcontractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Contractor's or Subcontractor's assistance in responding to a request under the RTKL for information related to this Grant Contract that may be in Contractor's or Subcontractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Contractor or Subcontractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's or Subcontractor's possession arising out of this Grant Contract that the

Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Contract.
  - d. If Contractor or Subcontractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Contractor or Subcontractor considers exempt from production under the RTKL, Contractor or Subcontractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Contractor or Subcontractor explaining why the requested material is exempt from public disclosure under the RTKL.
  - e. The Commonwealth will rely upon the written statement from Contractor or Subcontractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Contractor or Subcontractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
  - f. If Contractor or Subcontractor fails to provide the Requested Information within the time period required by these provisions, Contractor or Subcontractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's or Subcontractor's failure, including any statutory damages assessed against the Commonwealth.
  - g. The Commonwealth will reimburse Contractor or Subcontractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
  - h. Contractor or Subcontractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Contractor or Subcontractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's or Subcontractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such a legal challenge. As between the parties, Contractor or Subcontractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
  - i. The Contractor's or Subcontractor's duties related to the RTKL are continuing duties that survive the expiration of this Grant Contract and shall continue as long as the Contractor or Subcontractor has Requested Information in its possession.