



REQUEST FOR QUOTES

FOR

LEGAL SERVICES

Program Year 2025-2026

**2125 Kern Street, Suite 208
Fresno, CA 93721-2648**

Release Date: January 12, 2026

Submission Due Date: February 12, 2026, 5:00 p.m. PST

This solicitation is funded by the U.S. Department of Labor WIOA funding as part of an award totaling \$24,628,101 (100%), with \$0 (0%) financed from state, local, or non-federal sources.

This WIOA, Title 1-financially assisted program/service is an equal opportunity employer/program. Auxiliary aids and services are available upon request to people with disabilities and/or limited English.

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SECTION I: REQUEST FOR QUOTES INFORMATION

A. Purpose of Request for Quotes

The Fresno Regional Workforce Development Board (FRWDB) seeks a legal services provider to advise the FRWDB and the Fresno Area Workforce Investment Corporation (FAWIC), herein referred to as the “Board,” along with its Board of Directors, Executive Director, and staff.

B. Background Information

The FRWDB is a Joint Powers Authority between the City of Fresno and the County of Fresno. Guided by a Board of Directors composed of representatives from private business, labor, and public entities, the FRWDB works to strengthen the economic vitality of both jurisdictions and enhance the region as a place to live and work.

The FRWDB oversees federally funded workforce services under the Workforce Innovation and Opportunity Act (WIOA) and implements various discretionary grant-funded projects.

The FAWIC is a 501(c)(3) nonprofit corporation contracted by the FRWDB to serve as its administrative staff. As the fiscal agent for the FRWDB, FAWIC manages all aspects of administrative oversight, service delivery, and workforce development strategy implementation.

C. Solicitation

It is the policy of the Board to conduct procurement in a manner that provides for full and open competition. An award will be based solely on the qualifications and demonstrated ability of the applicant to perform successfully under the terms and conditions of a contract.

All quotes submitted in response to this solicitation must meet the requirements outlined in this Request for Quotes (RFQ). Submission of a quote does not obligate the Board to award a contract, nor does it guarantee that any contract will be awarded as a result of this RFQ. The Board reserves the right to amend, modify, or withdraw this solicitation; to request additional information; or to cancel the procurement at its discretion and without prior notice.

Applicants are encouraged to review all sections of the RFQ carefully and to submit complete, accurate, and timely quotes in accordance with the instructions provided. Only quotes submitted by the deadline and meet the requirements outlined in the RFQ will be considered.

This RFQ was developed pursuant to 2 Code of Federal Regulations (CFR) Part 200 et seq., the WIOA Final Rule, and the Workforce Innovation and Opportunity Act of 2014.

D. Costs Incurred by Applicants

The applicant shall bear all costs associated with preparing its quote. The Board shall not be liable for any pre-contractual expenses incurred by applicants in the preparation or submission of quotes. Quotes shall not include any such expenses in the proposed budget.

Applicants that currently hold Board contracts shall not charge the cost of preparing or submitting a quote to their existing contracts, nor shall any staff be compensated from current or future contract funds for work related to quote preparation.

E. Eligible Applicants

To be eligible to submit a quote for this RFQ, applicant must meet the following criteria:

Law firms must possess the capacity and demonstrated ability to perform successfully under the terms of this RFQ. Eligible applicants include firms that can demonstrate experience and expertise in providing services of similar scope to those outlined in this RFQ. Minority, disadvantaged, veteran, and/or women-owned businesses are encouraged to respond.

Law firms must have experience working with nonprofit and governmental entities. Applicants must be legally authorized to provide legal services in the State of California and must be in good standing with the California Secretary of State.

Organizations that are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency are not eligible to respond to this RFQ.

SECTION II: SCOPE OF WORK

A. Expectations of Counsel

The Board expects its legal advisor to provide high-quality legal services that protect and advance the best interests of the Board. A law firm's demonstrated expertise in general municipal law and, in particular, in WIOA-related matters, will be an important factor in evaluating service quality.

At a minimum, legal counsel is expected to provide the following services:

1. Provide legal counsel to the Board, and Directors in their capacity as the administrative entity and fiscal agent for federal and state workforce funds, as well as any future funding sources.
2. Review, analyze, interpret, and provide legal opinions regarding federal, state, and local laws, regulations, rules, policies, contracts, and other related legal documents applicable to the Board.
3. Review of modified or new federal laws, regulations and policies related to workforce development.
4. Provide legal advice on human resource matters, including but not limited to:
 - FMLA, ERISA, workers' compensation
 - Equal Employment Opportunities/non-discrimination
 - Sexual harassment, wrongful termination, civil rights protections
 - Other applicable federal, state, and local employment laws and regulations
5. Represent the Board, including the Directors, Executive Director, and employees as appropriate, at hearings and trials arising from Board business.
6. Provide advocacy and representation in grievance and/or complaint proceedings or hearings.
7. Review and provide comments on procurement and contract documents, including facility leases.
8. Advise on matters related to the California Public Records Act and the federal Freedom of Information Act.
9. Advice on compliance requirements of the Ralph M. Brown Act.
10. Advise on statutes and regulations governing California nonprofit corporations.
11. Attend Board Council and Committee meetings as requested (approximately two (2) to four (4) meetings per month, lasting one (1) to two (2) hours each).

B. Availability of Legal Services

Legal services shall be available as follows:

1. Routine availability via in-person contact, telephone, email, or fax, Monday through Friday during normal business hours, with emergency availability after hours as needed.

2. Availability by appointment to meet with the Board of Directors. Executive Director and/or designated staff, and to attend regular or special meetings as requested or required.
3. Emergency response, including telephone response within 24 hours or less and on-site response within 48 hours of written notice.

C. Staffing Requirements

Staffing under the contract must meet the following requirements:

1. At least one (1) senior attorney will act as the law firm's lead attorney.
2. Tasks will be assigned to the appropriately skilled attorney (e.g., senior attorneys handle relatively complex tasks while relatively simple tasks are assigned to junior attorneys).
3. Only one (1) attorney can bill on a project unless the law firm has prior authorization from the Board.
4. Efficiently conduct internal communications between attorneys (e.g., counsel ensures that its senior attorneys are adequately supervising junior attorneys, while avoiding unnecessary conferences between them).
5. Junior attorneys have sufficient knowledge and experience to handle assigned tasks.
6. Timely follow-through in resolving outstanding issues; and
7. Thorough, accurate, and organized billing statements for services performed give the Board a clear and complete understanding of how much time was devoted to specific tasks and projects, and the cost associated therewith.

Note: Please note that the use of student law clerks or attorneys with less than one (1) year of experience in municipal law on your team will not be acceptable.

SECTION III: QUOTE EVALUATION AND SELECTION PROCESS

A. Evaluation Process

1. Initial Technical Review

All quotes received by the specified submission deadline will be reviewed by Board staff to determine if they are responsive and eligible for further consideration. Quotes may be determined non-responsive and removed from further consideration if they do not meet all of the following:

- The quote was received by the submission date specified in the RFQ.
- The quote includes the required information outlined in Section II of the RFQ.
- The quote includes all of the quote components outlined in Section VII of the RFQ.

All responsive quotes will be forwarded to the RFQ designated review team for final evaluation.

2. Review by RFQ Review Team

The designated RFQ review team will review and rate all responsive quotes that pass the initial technical review. Quotes will be evaluated using the evaluation factors outlined in Item B below.

3. Small and/or Minority-Owned Businesses:

In accordance with federal and state guidelines, every effort will be made to encourage participation by small businesses, veteran-owned businesses, minority-owned businesses, and women-owned businesses.

4. Funding Recommendations:

Funding recommendations will be presented for consideration to the full Board of Directors. The Board of Directors will make all final funding decisions.

In the event there is a tie between two (2) or more applicants and at least one (1) of the applicants is a local business, the contract will be awarded to the local business. A local business is defined as a business that has a physical location in the County of Fresno.

B. Quote Evaluation Criteria

Quotes must receive an overall score of at least 70 points to be considered for a contract award. The review and evaluation of quotes shall be based on the following criteria:

1. Firm/Staff Qualifications – 55 points

- Years in business
- Expertise and background of staff
- Capacity and capability

2. Demonstrated Performance/Experience – 30 points

- Working with other Workforce Boards
- Experience with non-profits and government entities
- Experience providing same or similar services as those requested in the RFQ.

3. Cost Reasonableness of Cost – 15 points

Note: The Board recognizes that it is acquiring services that are not a standard product. Therefore, price alone is not the determinative factor in this RFQ process.

C. Failed Competition

Competitive negotiation requires that at least three (3) responsive quotes for the same scope of work and service area be received in response to the RFQ. A competition is considered failed if only two (2) responsive quotes for the same scope of work and service area are received in response to the RFQ, or if only two (2) quotes receive the minimum 70-point required score. If a competition has been declared failed, the Board has the option to re-compete the procurement or enter into a sole source agreement.

D. Appeals Process

If a quote is not recommended for funding during the review process, the applicant may appeal the recommendation. Appeals may not dispute the particular score received by the petitioning applicant or the scores assigned to a competing applicant. The scores given by the rating panel are final and not subject to question by an appealing applicant. An applicant may appeal the recommendation of the evaluators only if it can show that any substantial portion of the approved RFQ process has not been followed.

Any appeal must be submitted in writing to the Board within five (5) working days of the notification of refusal. Appeals received after the established deadline will not be accepted. All appeals are to be addressed to Blake Konczal, Chief Executive Officer. Only appeals that cite the specific section(s) of this RFQ that have been violated will be considered. Once reviewed by the Chief Executive Officer for merit, the appeal will be elevated to the full Board of Directors.

The decision made by the full Board of Directors as to which quote(s) are funded will be final.

SECTION IV: SUBMISSION INFORMATION

A. Quote Submission and Withdrawals

Quotes must be submitted electronically through the SharePoint Website using the following link: [Legal Services RFQ Quotes](#), before the deadline listed in the Procurement Timeline and must have the following file name format: applicantname_legalsrvs_2425_quote

Only quotes submitted electronically will be considered. Paper submissions will not be accepted and will be automatically disqualified. No exceptions will be made to this requirement for any reason.

Quotes may be withdrawn by submitting an email request to legalrfq@workforce-connection.com at any time prior to the scheduled deadline for receipt of quotes.

The Board reserves the right to extend the submission deadline if doing so is in its best interest. If the deadline is extended, applicants will be permitted to revise their quotes.

Quotes will be reviewed and rated as submitted. No changes or additions may be made after the submission deadline.

The Board reserves the right to request additional information or documentation.

The Board reserves the right to verify all information contained in the quote. If any information cannot be verified, and the errors are not willful, the Board may reduce the rating points awarded.

Addendums or attachments not specifically requested will not be accepted and will not be returned to the applicant.

B. Procurement Timeline

Activities	Date/Time
1. Request for Quotes Release	1/14/26
2. Deadline to Submit Questions	2/6/26
3. Electronic Quote Submission Deadline	2/12/26 by 5:00 p.m. PST
4. Quote Evaluations	3/3/26 to 3/13/26
5. Initial Award Recommendation	3/18/26
6. Written Protest Due	3/25/26
7. Contract Award - FRWDB Executive Committee/FAWIC Board	4/15/26
8. Notice of Award	4/16/26
9. Contract Start Date	7/1/26

Note: All dates after the final quote submission deadline are approximate and may be adjusted as conditions dictate, without an addendum to this RFQ.

C. Issuing Agent/Authorized Contact

This RFQ has been issued on behalf of the Board. The authorized representative for this RFQ is Phyllis Stogbauer, Senior Deputy Director, and shall be the applicant's sole point of contact with regard to this RFQ, its content, and all issues concerning it.

All inquiries and/or questions regarding this RFQ must be submitted to Phyllis Stogbauer at legalrfq@workforce-connection.com.

Applicants are strictly prohibited from contacting any members of the Board, its counsels, or committees or Board staff, other than the authorized representative listed above, for the purpose of discussing this RFQ, its content, or any other issue concerning it. Violation of this clause by the applicant having unauthorized contact (verbally or in writing) with any Board staff, board, or counsel members, may constitute grounds for rejection of the applicant's quote.

The above stated restriction on the applicant's contact with Board staff or Board members shall apply until a contract has awarded and fully executed.

D. Technical Assistance

All technical assistance questions must be submitted in writing via email to legalrfq@workforce-connection.com. The deadline for submission of questions is provided on the Procurement Timeline.

Questions and answers will be made available to all applicants by e-mail or may be downloaded from the Workforce Connection website. Questions will be answered in the order they are received.

E. Addenda to this Request for Quotes

At the discretion of the Board, if it becomes necessary to revise any part of this RFQ, an addendum will be posted on the website, <https://frwdb.net/RFQs-rfqs-awards/>.

The Board makes a concentrated effort to ensure that any questions and answers (Q&A) and/or addenda issued relating to this RFQ is distributed to all applicants.

Applicants are responsible for checking the website frequently to remain informed about the procurement process, receive addenda to the RFQ, get Q&A, and remain updated on other information that may affect this RFQ. If you have difficulty or problems accessing the website or downloading information, please email legalrfq@workforce-connection.com.

SECTION V: QUOTE RESPONSE REQUIREMENTS

A. Proposal Format

Quotes must be typed in Arial or Times New Roman, 11- or 12-point font, with 1-inch margins on all sides. Each page of the quote must be numbered sequentially at the bottom of the page. These page numbers must be referenced in the Table of Contents (Master Quote Checklist/Supplemental Quote Checklist).

Quotes must contain all required elements in the order prescribed. **Note: Quotes that do not conform to these requirements may be deemed non-responsive and will not be considered for funding.**

B. Required Quote Content

Quotes must contain accurate and complete information as required in this RFQ. Unclear, incomplete, or inaccurate documentation may not be considered for a contract award. Falsification of any information may result in disqualification.

All quotes must include the information listed below. **Note: Quotes that do not include all required information listed items 1-9 below will be disqualified and will not be considered for award.**

1. Table of Contents

The Table of Contents (Attachment I) must be included and must identify all narratives, exhibits (forms), and certifications submitted with the quote. This sequence must be followed in assembling the completed quote.

2. Authorization Page

Each quote must include a completed Authorization Page (Attachment I), signed by the individual(s) authorized to submit the quote.

3. Board Resolution

Applicants must submit resolutions or other corporate actions, authorized by their Board of Directors or governing body, designating the individual(s) authorized to obligate the applicant and execute contract documents, sign checks for disbursement of funds, and sign requisitions for advances and/or reimbursements (monthly invoices). If a Board Resolution or other corporate action cannot be obtained prior to submission, it must be submitted no later than three (3) calendar weeks after the quote due date.

4. Quote Narrative

Provide a narrative responding to each items in Section II – Statement of Work item A. Responses should be concise, complete, and specific. Provide examples where appropriate. **The narrative is limited to ten (10) pages.**

5. Firm Staff Qualifications Narrative

Provide a written narrative responding to each of the items listed below. Responses should be concise, complete, and specific. Provide examples where appropriate. **The narrative is limited to ten (10) pages.**

a. Firm Information

- Number of years the firm has been in business
- Other or former names under which the firm has operated
- Description of the firm's ownership
- Identification of the firm's principal location
- Identification of the firm's owners, principals, and/or partners
- Disclosure of any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against the firm, with explanation if applicable

b. Staff Assigned to the Contract

Identify the names and titles of all staff who will be assigned to work under a resulting contract. Identify the individual who will serve as lead counsel or primary contact. Staffing must meet the requirements listed in Section II – Scope of Work item B.

c. Attorney Qualifications

Provide the following for each attorney that will be assigned to the contract:

- Year the law degree was awarded and the awarding institution
- Year admitted to the State Bar of California and bar number
- Areas of board-certified or licensed specialization if any
- A resume for each attorney assigned to the contract

d. Additional Information

Provide any additional information that supports your firm's qualifications.

6. Experience and Demonstrated Ability Narrative

Provide a narrative outlining your firm's experience in delivering the legal services described in the Scope of Work in Section II to organizations similar to the Board.

Describe your firm's expertise and experience related to federal and state grant-funded programs; the operation and requirements of governmental and quasi-governmental entities; employment and labor law; and contracts and leases.

7. References

Provide at least four (4) current client references for which your firm has provided services similar to those described in the Statement of Work in Section II. For each reference, include:

- Contact Name
- Phone Number
- Mailing address
- Email address

- Types of services provided
- The outcome of any litigation or arbitration for which your firm represented the client

8. Fees and Charges

All potential fees and charges related to the performance of the contracted services must be identified. Provide a budget and cost summary identifying each of the following:

- The hourly billing rate for each lead attorney.
- The hourly billing rate for each additional attorney assigned.
- Rates for out-of-pocket expenses (e.g., travel, copies, faxes). Quotes must also include a single figure representing the maximum amount of reimbursable expenses per year.
- The maximum amount of compensation requested for services under the proposed agreement. The agreement will include a single figure representing the maximum amount payable per year.

All costs must comply with the applicable cost principles and administrative requirements set forth in the OMB Super Circular, 2 CFR Part 200, and 48 CFR Chapter 1, Part 31.

9. Assurances

All quotes must include a signed Assurances certification form (Attachment III) with an original signature. **Note: Quotes that do not include a signed Assurances and Certifications form will be disqualified.**

10. Federal Debarment Certification

All quotes must include a signed Federal Debarment form (Attachment IV) with an original signature. **Note: Quotes that do not include a signed Federal Debarment form will be disqualified.**

SECTION VI: SUBCONTRACTING REQUIREMENTS

A. Contract Term

The initial term of the Legal Services Agreement will be one (1) year, with an option to extend the agreement on an annual basis for no more than four (4) additional years, each based on a review of the past year's performance.

The contract is not assignable by the contractor, whether in whole or in part, without the written consent of the Board.

B. Contract Negotiations

The Board reserves the right to negotiate fees and costs with any applicant who is qualified per the evaluation criteria.

The applicant who is approved for funding shall be required to negotiate a contract with the Board. The contract offer may contain additional terms and conditions or terms and conditions different from those set forth in this RFQ. A contract must be finalized and in place prior to August 1, 2024.

If an agreement has not been finalized by the deadline, Board staff reserves the right to recommend appropriate action to be taken. Action may include issuing of the RFQ, recommending the next qualifying quote or any other action deemed reasonable or necessary as decided by Board staff or the Board of Directors, as applicable. Funds may not be spent until the execution of a formal agreement.

C. Non-Appropriations or Reduction of Funds

Reduction in funding of any subaward resulting from this RFQ may be considered at any time during the subaward period if the contractor fails to meet contract goals and expectations related to services, performance outcomes, expenditures, and/or compliance with the contract.

All contracts awarded through this procurement are subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division.

If the Contractor is non-compliant with the contract terms, of the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, the Board may terminate and/or reduce funding of any contract in full or in part, at any time during the sub-award period.

D. General Contract Conditions

1. Regardless of the merits of a submitted quote, an applicant may not be recommended for funding if it has a history of contract non-compliance, poor past, or current contract performance, or current disputed or disallowed costs with the Board or any other funding source.
2. The Board will not enter into an agreement with any entity that is not in good standing with the California Secretary of State.

3. Be an Affirmative Action/Equal Employment Opportunity employer (AA/EEO) as defined by the WIOA regulations. If selected for funding, a contractor may be required to submit its AA/EEO plan. Agencies without an approved plan may adopt the Board's AA/EEO plan.
4. Provide a Certificate of Insurance for the following:
 - a. Comprehensive General Public Liability insurance with combined single limits coverage of at least \$1,000,000.
 - b. Comprehensive Automobile Liability insurance endorsed for "any auto" with combined single limits of not less than \$1,000,000.
 - c. Errors and Omissions insurance with a limit of liability of not less than \$1,000,000.
 - d. Fidelity Bond in an amount not less than ten percent (10%) of the total of all amount's payable to the contractor pursuant to this agreement, but in no event less than \$5,000.
 - e. Worker's Compensation insurance in accordance with the California Labor Code covering all employees for which the contractor is the employer of record and Employer's Liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease. The County of Fresno, the City of Fresno, the Fresno Area Workforce Investment Corporation, and the Fresno Regional Workforce Development Board must be specified as additional insured prior to contract release.

Note: Insurance requirements may vary depending on the organization and services to be provided.

5. Submit resolutions or other corporate actions, authorized by its Board of Directors, which specify the name(s) of the person(s) authorized to obligate the contract and/or execute contracted documents, sign checks for the disbursement of funds received, and sign requisitions for advances and/or reimbursement (monthly invoice).
6. Agree to be subject to all applicable federal and state regulations and local policies and Operational Directives.

E. Contract Modifications

All contractors are ensuring that, by signing the contract, the negotiated price or services provided in the contract cannot be changed without the Board's approval and modification to the contract. All requests for modification must be submitted to the Board with written justification.

Relatedly, the Board reserves the right to modify the scope of the services to any extent necessary to ensure compliance with state, local, and/or federal guidelines. The ability of a contractor to modify its program will be evaluated and based upon federal, state, Board guidelines, and directives.

The contract is not assignable by the contractor, whether in whole or in part, without the written consent of the Board.

SECTION VII: ATTACHMENTS

Attachment I: Table of Contents

The following Table of Contents identifies all the narratives, documents and certifications that must be submitted with your quote. In the second column, indicate the page number where that information can be found in your quote.

Legal Services Request for Quote Table of Contents		
Required Narratives/Documents/Forms	Page #	(Staff Use only) Verified
Authorization Page		
Board Resolution/Corporate Action		
Quote Narrative		
Firm Staff Qualifications Narrative		
Experience and Demonstrated Ability Narrative		
References		
Staff Resumes		
Budget and Cost Summary		
Assurances and Certifications Form		
Federal Debarment Certification Form		

Attachment II: Authorization Page

**Legal Services
Request for Quote
Authorization Page**

Firm Name: _____

Address: _____

Telephone #: _____ **Fax #:** _____

Contact Person: _____ **Contact Telephone #:** _____

Contact E-Mail: _____ **Contact Fax #:** _____

CERTIFICATION OF QUOTE CONTENT

Conflict of Interest

This firm, its members and collaborators, are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract by WIOA funds.

Cost/Pricing Data and Quote Content

This is to certify that, to the best of my knowledge and belief, the cost/pricing data submitted, either actually or by specific identification in writing to the Board in support of this quote, is accurate, complete, and current as of the date below. This certification includes the cost/pricing data supporting any agreements/contracts that may be agreed upon between the applicant and the Board that are part of the result of submitting this quote.

Applicant agrees to all terms, conditions, and instructions of this RFQ, and certifies that the prices stated in this quote shall remain firm for 60 days from the closing date of this RFQ.

Name of Authorized Representative (Print)

Title of Authorized Representative

Signature of Authorized Representative

Date

Attachment III: Assurances – Non-Construction

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicant to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify 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 project cost) to ensure proper planning, management and completion of the project 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 positions 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 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 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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) §§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 specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. 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 project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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 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.
10. 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 project 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. 93205).
11. 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.
12. 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 (16 U.S.C. §§469a-1 et seq.).
13. 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.
14. 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.
15. 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.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
17. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
18. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted

Attachment IV: Federal Debarment Certification

Instructions for Certification: Before signing the certification on the next page, read the following instructions, which are an integral part of the certification.

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it 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 the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Federal Debarment Certification Form

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

1. The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

Attestation

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted