

Attachment H

Promises, Certifications, Assertions, and Assurances

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An Awardee must agree in writing, by signature below, to comply with the following promises, certifications, assertions, and assurances, made in support of the proposal.

I. MEANING OF SIGNATURE ON THE PCA

1. This **Attachment H – Promises, Certifications, Assertions, and Assurances (PCA)** contains terms that apply to the undersigned Offeror and its proposal and, upon award of the Community Heat Pumps Project, to the successful Awardee. This PCA is incorporated into the Request for Proposal (RFP) and each Awardee Award Notice. The Offeror signifies its agreement to the PCA terms by signing below in the Signature and Certification of the Offeror section.

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2. The Offeror, either personally if a natural person or through an authorized representative if a legal entity, must read the terms of this PCA, state that the terms are understood, and agree to them.
3. Specifically, the Offeror is:
 - a. Giving the stated assurances;
 - b. Asserting facts as true and accurate;
 - c. Certifying or promising as stated;
 - d. Agreeing to comply with the terms, as stated, for purposes of the proposal and throughout the period of the Project; and
 - e. Agreeing that the statutes, rules, regulations, and industry practices stated, apply, and promise to comply with them, as applicable.

II. SPECIFIC ASSURANCES

As the Offeror or the duly authorized representative of the Offeror, I certify that:

A. True statements

All communications to Commission have been and will continue to be truthful. For statements regarding matters for which the Offeror lacks direct personal knowledge, the Offeror has undertaken a reasonable inquiry to determine if any and all such statements at the time they are made are true and correct.

B. Resources and record

The Offeror has or will have during the entirety of the Project period:

- a. The financial resources and technical expertise necessary to perform all activities required by and identified in the RFP, project proposal, and Award Notice, or the ability to obtain such resource or expertise in advance of performing the proposed matters;
- b. The ability to comply with the proposed delivery or performance schedule, taking into consideration all other existing and reasonably expected organizational commitments;
- c. A satisfactory record performing activities similar to those proposed or, if the Project award is intended to encourage the development and support of organizations without significant previous experience, the skills, and resources necessary to perform as proposed; and

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- d. A record of integrity and excellent business ethics.

C. Tax status/organizational form

If it applied for the Project as a nonprofit organization, the Offeror will maintain its tax status as a nonprofit organization during the Project period.

D. Obligations to the District/good standing

The Offeror, at the time of submitting its proposal, is current on all obligations outstanding to the District, including all District departments or agencies, and will stay current on such obligations during the period of the Project. The Offeror shall at all times have and maintain a valid District business license, and if requested by Commission, shall provide an updated Certificate of Good Standing from the District Department of Consumer and Regulatory Affairs or its successor.

E. Not suspended or debarred

1. The identified persons or entities are:
 - a. The Offeror, its subsidiaries, or affiliates;
 - b. An officer of Offeror;
 - c. A member of the Offeror's governing board; and
 - d. A Project-related:
 - (1) Vendor;
 - (2) Contractor;
 - (3) Subcontractor; or
2. None of the identified persons or entities is:
 - a. Proposed for debarment or is presently debarred, suspended, or declared ineligible, pursuant to Executive Order 12549, "Debarment and Suspension," and implemented by 2 CFR 180, for prospective participants in primary covered transactions; or
 - b. Proposed for debarment or presently debarred as a result of an action by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or another District contract regulating agency.

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F. Criminal charges or investigations, or other legal proceedings

1. Within the three (3) years immediately preceding the date of the proposal, neither the Offeror nor any of its officers, partners, principals, members, associates, or key employees, has:
 - a. With respect to criminal matters:
 - (1) Been indicted or had charges brought against them that are still pending; and/or
 - (2) Been convicted of:
 - (a) A crime or offense arising directly or indirectly from the conduct of the Offeror's organization; or
 - (b) A crime or offense involving financial misconduct or fraud; or
 - b. With respect to services to be provided by the Offeror:
 - c. (1) Been subject to legal proceedings.

For the purpose of this section, “member” means a decision-maker of an organization, not a natural person or entity who just pays dues, and “associate” means a direct supplier of a business service pursuant to the Project.

2. If the Offeror cannot certify that one or more assertions in paragraph 1 of this section are true and correct, the Offeror has attached to this PCA a statement explaining for each assertion that is not true (a) why the assertion is not true and correct and (b) why each such matter is relevant, or not, to the proposal or Project. The attached statement shall be treated as incorporated into the PCA.

G. Conflicts of interest

The Offeror will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of (a) a personal or organizational conflict of interest, or (b) a Project-related personal gain during the period of the Project (other than salary and benefits).

H. Books and records

1. The Offeror will give Commission, or its designee, timely access to, and the right to examine all records, books, papers, or documents related to the Project.
2. The Offeror will continue or establish a proper accounting system in accordance with generally accepted accounting standards or Commission directives.

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I. Property owner permission

The Offeror hereby gives permission and will secure, in advance of work to be performed by the Offeror as Awardee, its subcontractors, or its relevant vendors, permission in writing from relevant property owners, for Commission, or its designee, to access project sites at reasonable times to inspect work performed under the Project.

J. Compliance with general terms

The Offeror will comply with all terms and conditions Attachment I T&C and understands that those terms and conditions are incorporated into the RFP.

K. Insurance Requirements

The Offeror will comply with all insurance requirements in Section G throughout the life cycle of the contract.

*** This space intentionally left blank. ***

III. SIGNATURE AND CERTIFICATION OF THE OFFEROR

On behalf of Offeror:

1. I am authorized to submit this proposal and, if Commission requests, to negotiate with Commission on behalf of the organization or person identified below (the Offeror). The assertions, assurance, representations, and promises, of the proposal are true and correct, to the best of my knowledge, information, and belief. If a statement in this PCA would not be true and correct without explanation, I attach an explanation and treat it as incorporated in the cited PCA section.
2. I have read the RFP, including all addenda, the incorporated Attachment I, T&C and Attachment H, PCA. I understand that the terms of the Project are also incorporated by reference in each subsequent notice or amendment of the Project.
3. I understand this PCA and agree, assure, and promise as stated in each of the assertions, promises, certifications, and assurances of the document.
4. I agree, assure, and promise to the Commission, and if the funding for the Project comes from another funder, including the U.S. Government or a nonprofit organization, I agree, promise, and assure to such funder as well.
5. I understand that the truth and accuracy of my assertions, agreements, assurances, and promises are a condition of the Offeror's securing a Contract
6. I assert, represent, agree, assure, and promise, to the foregoing as though sworn under oath. If barred by faith or custom from swearing under oath, I attest to the truth of the foregoing statements and representations and to my own and my organization's intent and promise to observe them. I understand that the making of a false certification can result in the termination of this and that the willful making of a false certification is punishable by criminal penalties, pursuant to D.C. Official Code § 22-2405.

Signature and date

Authorized Representative (Printed Name): _____

Authorized Representative (Signature): _____

Date: _____

Title: _____

Address: _____

Email Address: _____

(A copy of the PCA table of contents page and the pages of Section III, signed, are to be provided to the Commission.)