**RHD FORM 2**

**APPLICATION CERTIFICATION**

Grantee/Applicant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check and initial each box indicating you have read and certify each item.

The grantee/applicant hereby certifies that all information contained in the application is true and correct. The undersigned further acknowledges and agrees that verification of any information contained in the application may be made at any time by Division of Energy, Housing and Community Resources (DEHCR). The grantee/applicant acknowledges and agrees that any representation or information contained in this application and in any subsequent documentation provided to DEHCR that is misleading or incorrect may result in termination of: 1) DEHCR review of this application, 2) any reservation of funds, and 3) any commitment of funds. The grantee/applicant acknowledges and agrees that it is obligated to notify DEHCR of any changes to the application.

The grantee/applicant acknowledges and agrees that all information contained in support thereof is true and correct; that the applicant will furnish promptly such other supporting information and documents as are required; and that in carrying out the devel9opment and operation of the project it will abide by all applicable federal, state and local regulations, codes, and statutes. The grantee/applicant certifies that it knows of no facts or circumstances, nor of any pending, contemplated or threatened events, that would adversely affect the project.

The grantee/applicant acknowledges and agrees that DEHCR is not responsible for action taken by the grantee/applicant in reliance on a prospective financial commitment of HOME funds from DEHCR and that DEHCR is not liable for damages resulting directly or indirectly from such actions.

The grantee/applicant recognizes and agrees that the acceptance of this application, and/or issuance of a conditional reservation of funds letter, and any additional information as required by DEHCR does not constitute a commitment by DEHCR to provide funds to the project.

The grantee/applicant understands that no liability or obligation for costs incurred to prepare this application, cost overruns, operating deficits, deficiencies in the proposed development or other matters relating to the development and operation of the proposed project shall be imposed on DEHCR by reason of any adjustments or changes requested or required by DEHCR or by reason of any approval or disapproval by DEHCR of any part of this application (including attachments and exhibits) or of any other documentation or materials now or hereafter submitted in connection with this application.

The grantee/applicant understands 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 any agency, 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 of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The grantee/applicant understands that 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 Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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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 into 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 grantee/applicant understands that 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.

The grantee/applicant understands that 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.

The grantee/applicant understands that use of Federal funds includes a commitment to make positive efforts to utilize small business, local business, woman-owned, and minority-owned business, as well as Section 3 businesses according to 24 CFR part 135 sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The grantee/applicant understands that the undersigned will not invest any more HOME funds in combination with other federal assistance than is necessary and will use HOME funds pursuant to Wisconsin's approved CONSOLIDATED PLAN and any applicable local CONSOLIDATED PLAN and in compliance with all requirements of 24 CFR Part 92.

The developments owned or operated by any member of the development team in the State of Wisconsin, or any other state, are in compliance with the Code and are operating in a manner acceptable to WHEDA, with no occurrences of HOME/RHD properties in foreclosure, bankruptcy, failing to cure default, or placement in receivership within five years prior to the submission of the application. This provision includes partnerships, limited partnerships, LLCs, C-corporations, controlled groups or any entities associated with a the formation or operation of a HOME /RHD project.

**The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.**

The Applicant agrees to maintain documentation of compliance with the above certifications.

BY:

Signature Date

\_\_\_\_\_\_\_

Print Name Title