



DC Urban Agriculture Small Grant Program

2021

Request for Applications (RFA)



Chesapeake Bay Trust

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DC Urban Agriculture Small Grant Program

At A Glance

Program Summary:

The DC Urban Agriculture Small Grant Program offers funding to increase the capacity of District farms, particularly for socially disadvantaged farmers, through improved infrastructure and operations.

Deadline:

May 21, 2021 at 6pm EST

Eligible Project Locations:

District of Columbia

Eligible Applicants:

Applicants physically located in the District of Columbia that are Nonprofit organizations; Faith-based organizations; Government agencies; Universities/educational institutions; or Private Enterprises.

Request Amount:

Up to \$10,000

Funds Available:

Approximately \$40,000

Submit Your Application:

https://www.grantrequest.com/SID_1520?SA=SNA&FID=35662

Contact:

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Introduction

The Chesapeake Bay Trust (Trust) is a nonprofit, grant-making organization dedicated to improving the bays, streams, rivers, forests, parks, and other natural resources of all of our local systems, from the Chesapeake to the Coastal Bays to the Youghiogheny River. The Chesapeake Bay Trust is partnering with the [District of Columbia Department of Energy and Environment](#) (DOEE) on the DC Urban Agriculture Small Grant Program. DOEE is the leading authority on energy and environmental issues affecting the District of Columbia. DOEE formalized the [Office of Urban Agriculture](#) in 2020 which works to increase food production in

the District of Columbia and to support a more sustainable, equitable, and resilient food system. The Office is a central hub working with the [DC Food Policy Council](#), sister agencies, the [University of the District of Columbia](#), farmers, and community members to support urban agriculture, increase access to fresh, healthy produce, empower communities, and create green jobs.

The source of funds for this grant program is the Government of the District of Columbia.

Program Goals

District farms are diverse in their form and function, including non-profit, for-profit, in-ground, rooftop, and hydroponic operations. Many of these farms contribute much-needed fresh produce to communities experiencing food insecurity. Currently, residents in Wards 5, 7, and 8 have higher rates of food insecurity and diet-related chronic illness than other District residents, which improved access to fresh produce can help address. Farms can also create valuable community convening spaces, where residents can enjoy the benefits of vibrant green spaces that provide opportunities for exercise, food and nutrition education, and working collaboratively with their families and neighbors. Despite a growing urban agriculture movement in the District, farmers are under-resourced, challenged by high land values, lack essential infrastructure, and have difficulty accessing capital. For socially disadvantaged farmersⁱ, this challenge is compounded by historic disenfranchisement in obtaining access to land and farm funding.

The goals of the DC Urban Agriculture Small Grant Program are to support increased infrastructure and operations at urban farms and to advance strategies to support the success of agriculture initiatives for socially disadvantaged farmers. Food and nutrition education remains an integral component of an informed farm operation and contributes to healthy communities. This grant program seeks to provide funding to building capacity for crop production and distribution, and to increase knowledge within farmers and District residents through agricultural education experiences.

The Trust is committed to the advancement of diversity and inclusion in its award-making and environmental work. As a result, the Trust strongly encourages applications directly from underrepresented groups, and for projects that increase awareness and participation of communities that are traditionally underrepresented, such as communities of color. For a full description of the Trust's efforts to engage under-engaged groups, please see our 2015-2020 Strategic Plan at www.cbtrust.org/strategic-plan.

ⁱ According to the United States Department of Agriculture, a socially disadvantaged group is a group whose members have been subjected to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. (<https://bit.ly/3ddTcvx>)

Eligible Project Types

A successful project proposal should produce outcomes in at least one of the following categories; however, additional points will be awarded for those that address multiple categories:

1. Increase food crop production, processing and/or distribution at an urban farm;
2. Improve distribution and access to fresh foods for residents of District Wards 5, 7, & 8;
3. Construct facilities that enable agricultural education experiences for District residents;
4. Accelerate the business and production capacity for socially disadvantaged farmers; and
5. Advance sustainable agricultural efforts in the District.

Examples of fundable projects include:

- ◆ Fencing, cold storage, wash/pack stations, sheds, pavilions for food processing and education events, hoop houses, greenhouses, and shipping containers for indoor growing
- ◆ Controlled Environment Agriculture technology: lighting, hydroponic and aquaponic components
- ◆ Utility Installation: water and electrical lines, solar panels

- ◆ Farm equipment such as tools and irrigation supplies

A project is NOT eligible if:

1. A law, or an order of a court or agency, requires that the work be done anyway. For example, DOEE’s stormwater management regulations, found at 21 DCMR Part 500, require certain properties to meet a stormwater retention requirement. Exception: A project involving required work IS eligible if the project’s capacity or function is in excess of the required work. (Example: if the regulations required a project of 10,000-gallon storage capacity, and you proposed a 15,000-gallon project, DOEE funding would be available for the extra 5,000 gallons.)
2. The same project is already being funded by another grant or contract. An exception is if the proposed project is adding a new scope that requires additional funding.
3. It uses invasive plant species, herbicides, or pesticides.
4. The applicant is an individual person, or it is an organization without a formal legal non-profit or business status. An “unincorporated association” is therefore, not eligible. (Example: a neighborhood association that has members, a bank account, and rules of organization, but no formal incorporation papers.) Exception and work-around: A sole proprietorship business IS eligible, if registered in the District. An otherwise ineligible person or group could submit their application through an eligible applicant (from the entities list above). If the project is selected, the Trust would award the grant to the eligible entity as the “fiscal agent.”

Continuing conditions of eligibility are that the information in the application is complete and truthful and that the Applicant at all times is able to meet any material conditions stated in its application. For instance, if an Applicant’s ability to fulfill the terms of the grant is based on the availability of skilled staff or volunteers and those staff or volunteers should leave after the application’s submittal or the grant award to the Applicant, the Applicant has the responsibility to advise the Trust in writing of this change in material conditions. Another example of change in material conditions that could result in the loss of eligibility would be the loss of the Applicant’s tax-exempt status.

Eligible Applicants

DOEE and the Trust welcomes requests from the following organizations physically located in the District of Columbia:

- ◆ Nonprofit organizations, including those with IRS 501(c)(3) or 501(c)(4) determinations;
- ◆ Faith-based organizations;
- ◆ Universities/educational institutions; and
- ◆ Private Enterprises.

Funding Availability and Restrictions, and Timeline

Funding Availability: The funding partner, DOEE, and the Trust anticipate approximately \$38,400 in funding available for this RFA.

Funding Restrictions: This grant program can NOT fund the following:

- ◆ Cannabis crop production or distribution;
- ◆ Purchase or rental of office space or farmland;
- ◆ Major equipment like vehicles;
- ◆ Interest payments on loans;
- ◆ Endowments, deficit financing, individuals, building campaigns, annual giving, research, fund raising, or venture capital;

- ◆ Mitigation or other projects required by an existing or pending regulatory permit or action.
- ◆ Political lobbying;
- ◆ Projects and programs located outside of District of Columbia; and
- ◆ Reimbursement for expenses incurred before the date of decision on the application.

Project Timeline: Projects must be completed by September 3, 2021. Requests to extend deadline to meet mini grant objectives will not be considered.

Evaluation Criteria

The following criteria will be used by internal and partner expert reviewers to evaluate applications:

- ◆ **Likelihood of Project Success** (Scale 1 to 20): What is the likelihood of success if this project were to be funded? Success should be defined as the accomplishment of outcomes proposed. Has the applicant presented a clear plan for producing project outputs and achieving project outcomes? Are methodologies sound and consistent with best practices? Are all required application components included for sound evaluation of the application? E.g., site plan or site photos.
- ◆ **Cost Effectiveness/Budget** (Scale 1 to 15): Is the budget appropriate and cost effective? Are the line items budgeted justified in the budget narrative?
- ◆ **Consistency with Request for Applications** (Scale 1 to 15): Is the project addition(s) proposed consistent with the intent of the Request for Applications? I.e., increases the capacity of District farms, particularly for socially disadvantaged farmers, through improved infrastructure and operations.
- ◆ **Partnership and Community** (Scale 1 to 10): Are any key partnerships required, and if so, are the selected partnerships appropriate? Are any partners missing that should have been engaged? Is the community to be served involved appropriately in the project? i.e., were community members involved in the development of the project, was community buy-in obtained, were community needs and desires assessed, and are there individual(s) in the community committed to serving as community leads? Does the applicant provide letter(s) of commitment from project partners?
- ◆ **Multiple Outcomes** (1 additional point per additional outcome): How many and which project outcomes will the proposed project address?

Deadlines

Applicants must submit applications in the **Chesapeake Bay Trust Online System** by **6:00 PM EST on May 21, 2021**. Late applications will not be accepted, and the online funding opportunity will close automatically and promptly at 6 PM EST. Applicants are strongly encouraged to submit at least a few days prior to the deadline given potential for high website traffic on the due date. The Trust cannot guarantee availability of technical assistance for our online system on the deadline date.

Application Review Process

All submitted applications are scored by technical experts in the field supported by this RFP. Reviewers score all applications based on the evaluation criteria listed in the above “Evaluation Criteria” section.

The Trust reserves the right to fund projects and budget items that advance our mission and meet specific funding priorities and criteria.

Awards and Notifications

All applicants will receive a letter stating the funding partnership's decision. An application may be declined, partially awarded, or fully awarded. If approved, the Trust will send an award agreement with award conditions and due dates of status, progress, and final reports. Awardees are required to return signed award agreements and satisfy any award contingencies.

Upon project completion, awardees are required to complete final reports, which may include but are not limited to submission of all receipts for supplies, invoices for subcontractors/contractors, and copies of timesheets for personnel time used (timesheets must include date, name, time worked per day, and coding to tie the time worked to the award).

The 2021 DC Urban Agriculture Small Grant Program awards will be announced in late May 2021.

Narrative Questions

You will upload a MS Word or PDF file not to exceed three (3) pages of text, excluding photos or materials such as Letter(s) of Commitment, that address the following questions. **To ensure that you address all questions, we recommend that you copy and paste the questions and use them as an outline in your narrative.**

1. Check each of the project areas your project addresses. You may select more than one.

Check here	Project areas your project addresses
	Increase food crop production, processing and/or distribution at an urban farm
	Improve distribution and access to fresh foods for residents of District Ward 5, 7, & 8
	Construct facilities that enable agricultural education experiences for District residents
	Accelerate the business and production capacity for socially disadvantaged farmers
	Advance sustainable agricultural efforts in the District

2. **Project Goal:** Provide a detailed explanation about what your project will do to meet the goals of this RFA. Describe how the proposed project outputs will lead to proposed outcomes (as defined and described below).
 - ◆ Output: the immediate results of the work which is being completed (e.g.: the number of people that will attend a workshop focused on the importance of healthy local produce).
 - ◆ Outcome: the change that is prompted as a result of the output listed above (e.g.: increased knowledge about the value of local foods, and increased feeling of self-efficacy about how to access and purchase local produce).
3. **Priority Audience:** Define your priority audience(s). Think about the types and groups of people most relevant to your goal. Who is most likely to benefit from your project? Considering the Trust's commitment to the advancement of diversity in its award-making, provide demographic information about the community or population involved in or served by the project.
 - ◆ Describe how the population and/or the community are involved in the planning, development, and implementation of the proposed project, and in the development of this application.
 - ◆ The Trust encourages applications directly from under engaged and/or socially disadvantaged communities; however, if your organization is not a member of the community served by the grant (for example, an external non-profit doing work on land owned by another entity, such

as a faith-based organization), describe how “ownership” will be transferred to the community and how the ability of the community to carry the work forward will be developed and resourced.

- ◆ Provide your organization’s experience working within the specific communities that you will be prioritizing/engaging. If you have not had significant experience working with or as part of your prioritized demographic, explain how you intend to address this issue.
- ◆ The Trust encourages applicants to establish partnerships with local organizations that may have greater cultural competencies within the prioritized demographic(s).
 - i. Cultural competence involves understanding and appropriately responding to the unique combination of cultural variables which entails the integrated patterns of human behavior such as language, thoughts, actions, customs, beliefs and institutions of racial, ethnic, social or religious groups that the community or population bring to interactions.

4. Answer only if applicable –

- ◆ **Maintenance:** For projects involving an installation, describe how your project will be maintained during and after the grant period. Be sure to address who will maintain, how often, and how ongoing maintenance will be funded. If the project is not an installation and will not require maintenance, state so in the area below.
- ◆ **Consultants:** For projects involving the hiring a consultant, applicants should either (a) have already obtained cost estimates, quotes, or bids from at least three service providers prior to completing the application, or (b) indicate in the proposal that at least three estimates, quotes, or bids will be obtained. If neither route is indicated, the proposal will be deemed ineligible.
 - i. Has/will a consultant be hired and has a contractor been selected?
 - ii. Describe your consultant/contractor selection process, including justification and background of the selected consultant/contractor. If using a bid process, describe the process.

Budget Instructions

Application Budget Upload

You will be asked to upload your application budget. You may use the simple application budget spreadsheet found under the “Grant Application Budget Form” section [here](#).

Matching/leveraged resources are not required; however, if matching or leverage resources are in-hand or being pursued, indicate so in your application budget spreadsheet.

Online Application Budget Information

This online application component will ask you to enter budget category and request totals. These totals will reflect the totals in your application budget spreadsheet, so you will only need to copy and paste the values from the application budget spreadsheet to the Online Application.

Budget Narrative for additional project component(s)

This online application component will ask you to provide a descriptive and itemized budget narrative to justify costs requested.

For any personnel cost requests, list the percentage of overall time devoted to the project by each individual in the budget item column. It is expected that all personnel included in budgets will be directly involved in the

work conducted under this program. Requests that do not include full justification for personnel involved may not be fully funded.

Online Application Submission Instructions

The Trust uses an online system for the application process, and if awarded, project management. To apply for this funding opportunity, use the following invitation only, online application link:

https://www.grantrequest.com/SID_1520?SA=SNA&FID=35662

This will open a new window asking you to log in using your existing username and password (if you have forgotten either of these use the 'forgot password' feature).

By submitting an application to this program, applicants acknowledge that: 1) they are compliant with federal employment and non-discrimination laws and 2) they have not been debarred, convicted, charged or had a civil judgment rendered against them for fraud or related offense by any government agency (federal, state or local) or been terminated for cause or default by any government agency (federal, state, or local). In addition, all final products will be provided to the funding partners for use and distribution at the sole discretion of the funding partners.

Watch our video on how to apply for and submit an application using our online system at

<https://cbtrust.org/grants/>.

Online Application Form

You will be asked to provide or respond to the following information on the online application form: Applicant and Project Information, Work Plan, Narrative Questions, Budget Information, Additional Attachments and Term and Conditions.

**Appendix 1: DOEE Grant Promises, Certifications, Assertions, and Assurances and
Appendix 2: DOEE Grant General Terms and Conditions**

Beginning on next page.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment

Appendix 1 – DOEE Grant General Terms and Conditions

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1. This document

Each person or entity applying for the grant (Applicant) advertised in the Request for Applications (RFA), the successful Applicant (Grantee), and a subrecipient of funds under the grant provided in response to an application under the RFA (the Grant) is subject to and must comply with the following:

- a. The applicable general terms and conditions outlined in this Appendix 1 – DOEE Grant General Terms and Conditions (GT&C);
- b. The promises, certifications, assertions, and assurances made as part of the application in Appendix 2 – DOEE Grant Promises, Certifications, Assertions and Assurances (PCA); and
- c. The terms, conditions, or restrictions in the Grant award documents.

The Grantee must review the Grant award document for additional administrative and programmatic requirements. A condition stated in this GT&C is a continuing condition, unless explicitly stated otherwise or DOEE advises in writing that that it is not continuing.

2. Order of precedence

In the event of inconsistency among the provisions of the DOEE grant documents governing the Grant, the inconsistency shall be resolved by giving precedence to the following documents, including their attachments, in the following order:

- a. The most recent written, DOEE-approved amendment to the Grant Award Notice (GAN);
- b. The GAN;
- c. An approved work plan, if any;
- d. The DOEE Request for Applications (RFA), including all appendices; and
- e. The Grantee's submitted proposal.

3. Communications with DOEE

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- a. Communications shall be directed to DOEE offices, or DOEE staff, as the RFA or Grant states.
- b. Reports and other submissions shall be directed to the Grant Administrator.
- c. If reports are electronically filed, any required signatures shall be reliably and clearly reproduced.
- d. The Grantee shall maintain electronic mail (“e-mail”) capabilities for communication with DOEE.
- e. A notice shall be deemed timely delivered to DOEE only when written confirmation of receipt is provided by DOEE.

4. Grant match: projection and documentation

When documentation of a grant match is required:

- a. In support of an application, the applicant must provide a basic budget that shows unit rates and quantities, as with hours worked, square feet used, or miles driven; and
- b. In support of an award, the Grantee must provide the following, which must be acceptable to DOEE, unless DOEE revises or waives the requirement in writing:
 - (1) Documentation for salary and items purchased in the same form as required in the Payment section of this document.
 - (2) Documentation of a proposed in-kind match, including detail for volunteers. Volunteer hours provided to the Grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Grantee organization. If the Grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. Donated space, as for a meeting or event, may be valued according to a written statement from a property’s owner or manager. Donated vehicle use may be valued as provided for reimbursement of travel.

5. Communication of a material change

The Applicant and the Grantee shall advise DOEE immediately orally and thereafter immediately in writing, if:

- a. A material condition of the Application or performance of the grant has changed. A material condition includes: the loss of a staff member proposed as a principal; the lack of funds to pay bills incurred for the grant’s activities; the expenditure of granted funds for non-granted activities, materials, or supplies; or a change in the Applicant’s governance; or

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- b. The Grantee's insurance coverage has been reduced, or the Grantee has been notified of a cancellation in whole or in part of its insurance.

6. Compliance as a continuing condition of eligibility

The Applicant must continue to comply with these terms during the Grant period, if awarded a grant. If, as the Grantee, the Applicant fails to comply with the terms and conditions of this award, DOEE may suspend, terminate, take other corrective action (including, but not limited to, recovery of funds provided under the Grant), or initiate dispute resolution.

7. Grant award contingent on available funding

The Grant award and DOEE's distribution of funds pursuant to the Grant award are subject to the availability of funding from the sources identified in the RFA for the particular grant opportunity or project. DOEE's ability to provide funds is, and shall remain subject to, the provisions of:

- a. The Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351;
- b. The District Anti-Deficiency Act, D.C. Official Code § 47- 355.01- 355.08; and
- c. Amendments to these statutes.

8. Bonding Requirements

A bond is not required of the Grantee unless DOEE states the requirement in writing.

If DOEE does require a bond, the Grantee, before accepting the grant, must secure the bond in an amount not less than the total amount of the funds awarded, against losses of money and other property:

- a. Caused by fraudulent or dishonest act, and
- b. Committed by an employee, board member, officer, partner, shareholder, trainee, or volunteer.

9. Grant period

The period of this Grant shall begin on the date on which DOEE notifies the Applicant of the complete execution and DOEE approval of the award of the Grant ("begin date"), typically given through a GAN. On and after the begin date, the RFA, the documents it incorporates, and the documents specified in Section 1 of this document apply to the Applicant as "Grantee."

The period of the Grant shall end on the date stated in the GAN, unless DOEE modifies the period in writing ("end date").

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10. Payment

- a. The Grantee will be reimbursed for work performed and expenses incurred.
- b. DOEE will not reimburse the Grantee for grant-related expenditures made before the begin date.
- c. The Grantee may submit invoices for grant-related reimbursement when it chooses, but not later than September 30 for expenses incurred in the prior 365 days. The Grantee must use the DC Vendor Portal at www.vendorportal.dc.gov to submit invoices. To register for use of the portal, the Grantee must have a business license issued by the District Department of Consumer and Regulatory affairs. The Grantee must inform the agency's point of contact any objections or limitations with the use of the portal prior to acceptance of the grant.
- d. The Grantee's submittal must include a signed invoice, on organization letterhead, with federal tax identification number and supporting documentation. The submittal to DOEE must include:
 - (1) For employee labor: For the relevant period, a payroll report, with information drawn from an official book or record, like a payroll register, official time sheet or time card/s, approved by a Grantee representative.
 - (2) For a contractor expenditure: Each expenditure must be supported by an invoice. In turn, each contractor invoice must rest on information drawn from an official book or record.
 - (3) For another expenditure: Each expenditure must be supported by an invoice or receipt.
- e. The Grantee must keep backup documentation to show:
 - (1) For Grantee:
 - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to the Grant, and pay rate for the period (typically a payroll register, official time sheet or time card/s);
 - (b) For non-labor: an invoice and receipt that identifies or describes the invoiced item, showing quantity, rate or price, and for a procured item, including a contractor and subgrantee invoice, proof of payment.
 - (2) For Grantee's contractor or subgrantee:
 - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to the Grant, and pay rate for

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the period (typically a payroll register, official time sheet, or time card/s);
and

- (b) For a non-labor item: an invoice or receipt must identify or describe the invoiced item, showing quantity, rate or price, and for a procured item, proof of payment.
- f. In some circumstances DOEE may require documents supporting an accounting entry before releasing payment. Such information may include:
 - (1) General ledger screen shot or excerpt, showing paid bills or expenditures;
 - (2) Copy of a canceled check or a bank statement of an electronic transfer;
 - (3) Statement from contractor, subcontractor, or vendor that the bill has been paid; or
 - (4) Report of on-site inspection or audit.
- g. In limited circumstances, and at DOEE's sole discretion according to its policy, DOEE may provide a portion of grant funds for the Grantee's start-up costs, as an advance.
 - (1) The Grantee must have requested such funding in its proposal responding to the RFA.
 - (2) Advance payments shall not exceed the lesser of 25% of the grant award or \$100,000. An exceptional case that may justify a greater amount, such as for the purchase of equipment, requires the written approval of the Department's Director. The advance funds shall be spent by the Grantee within the DC Government fiscal year during which the advance is made. The Grantee must submit to DOEE documentation showing evidence of the expenditures using the advance.
- h. DOEE will withhold from the final reimbursement payment either an amount equal to the amount advanced or an amount up to ten percent (10%) of the grant award, whichever is higher, until all grant-funded activities have been completed. Such activities include the Grantee's submission of the final report.
- i. The sum of all monies paid to the Grantee pursuant to the grant award shall not exceed the total amount stated for the Grant.
- j. Notwithstanding the above, DOEE may withhold payment if DOEE determines that the Grantee has failed to comply with terms of the Grant.

11. Unethical conduct

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- a. The Applicant/Grantee shall avoid unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally against the provisions of the District Ethics Manual (most recent edition as of the time the grant is awarded), found at <https://bega.dc.gov>, under the heading for documents.
- b. In particular, the Grantee shall avoid:
 - (1) Apparent and actual conflicts of interest;
 - (2) Contributing to a violation of the District's restrictions on gifts to District personnel; and
 - (3) Contributing to a violation of the two-year ban on District personnel taking certain actions regarding a "particular matter" described in the District Ethics Manual.
- c. No Applicant/Grantee shall employ or retain a person or selling agency to solicit or secure the Grant, a payment under it, or an amendment, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Except, an applicant or grantee may condition its compensation for a bona fide employee on grant-related job performance and may retain an attorney for compensation permitted by the District's Rules of Professional Conduct.
- d. Except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value, with respect to grant funds, the Grantee and Grantee's employees, officers, or agents shall not solicit or accept a gift, gratuity, favor, or anything of monetary value, from: a contractor, subcontractor, vendor, party to a related agreement, or a beneficiary of the Grant.
- e. If the Grantee is a natural person, he or she shall not participate in the selection, award, or administration of funds from the Grant if that would create a real or apparent conflict of interest. This prohibition also applies to a Grantee's employee, officer, or agent. An example of a conflict would be when the Grantee decides to employ, or buy from, a person or entity in which he or she, or a member of his or her immediate family, including a domestic partner, has an employment or financial interest.

12. Grant purchases, including equipment, exceeding \$5,000 per unit cost

- a. The Grantee shall not purchase with grant funds equipment or supplies exceeding \$5,000 per unit cost ("Big Grant Purchase") without DOEE's written agreement.
- b. For each Big Grant Purchase, the Grantee shall give advance written notice to DOEE to allow DOEE to approve or disallow the purchase.
- c. Identification of a Big Grant Purchase in a DOEE-approved proposal constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DOEE-approved

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proposal, advance notice shall be given four (4) weeks in advance of the commitment to purchase. DOEE may waive this time period in writing, for good cause.

- d. For all Big Grant Purchases, the Grantee shall maintain an inventory record (“Big Grant Purchase Inventory”) showing:
 - (1) Purchase price;
 - (2) Grant number;
 - (3) Name of item;
 - (4) Manufacturer's name;
 - (5) Serial number (if applicable);
 - (6) Acquisition history (purchase order, invoice, packing slip);
 - (7) Guarantee or warranty lapse date;
 - (8) Storage location;
 - (9) Unit price; and
 - (10) Additional costs, if any, for transportation, installation, and taxes, each as a separate item.
- e. The Big Grant Purchase Inventory shall be updated annually, or at the grant end date, whichever occurs first.
- f. DOEE may inspect and reclaim all or part of the inventoried equipment within 12 weeks of the grant end date.
- g. Warranties for Big Grant Purchases are governed by the provisions for purchases of materials and labor with an aggregate value of over \$5,000 as set forth in the Contracts, subcontracts, or subgrants section of this document.

13. Modifications of the grant, including extensions and increases

The terms and conditions of the grant may be modified only upon DOEE’s prior written approval. The modification shall take the form of an amendment to the GAN.

- a. Through an amendment, DOEE may increase or reduce the grant amount, change scope, and/or extend or reduce the grant period.

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- b. If DOEE notifies the Grantee that a funding increase or an extension of the grant period is available, the Grantee must apply for the increase or extension in writing according to the terms of the DOEE notification. Typically, DOEE requires an application to extend a grant period eight (8) weeks in advance of the grant's then-current end date. The application must justify the amendment, and include a description of proposed changes to scope, performance schedule, description of proposed outcomes, and budget.

14. Contracts, subcontracts, or subgrants

- a. Nothing in the GAN shall be construed to create a contractual relationship between DOEE and Grantee's contractor, subcontractor, subgrantee, or vendor.
- b. Any Grant-related work and/or activity that is contracted, subcontracted, or subgranted is subject to applicable District law and DOEE's review and approval. The Grantee shall give DOEE advance notice of contracts, subcontracts, and subgrants enough time to allow DOEE to determine whether its approval is needed, and, if so, whether approval must come before the Grantee's execution of the contract, subcontract, or subgrant.
- c. The Grantee's contract, subcontract, or subgrant shall specify that the contractor, subcontractor, or subgrantee, and its contractors, subcontractors, or subgrantees, shall be subject to the conditions and prohibitions of the GAN.
- d. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over \$5,000. These warranties shall be for at least two (2) years. DOEE may waive this requirement in writing for demonstration or research grants.
- e. If the Grantee, its contractors, subcontractors, or subgrantees disturbs work guaranteed under another District contract or grant, the Grantee shall be responsible to restore the disturbed work to a condition comparable to its original condition and warranty such restored work, or alternatively to pay the District for the damage.
- f. No Grantee shall use grant funds to procure services or materials from a vendor, contractor, or subcontractor that is suspended or debarred by the District or the federal government.

15. Establishing and managing subawards

If the Grant authorizes or provides for subawards, the Grantee, as a pass-through entity, must:

- a. Be responsible for selecting subawardees and, as appropriate, conducting subaward competitions.
- b. Ensure that all subaward agreements are in writing and address all elements for subaward agreements identified in the RFA and GAN.

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- c. Ensure that the subawardees are aware that they are subject to all applicable terms, conditions, and requirements of the RFA, GAN, and appendices.
- d. Establish and follow a system for monitoring subawardee performance that includes elements required by the RFA, GAN, and appendices and report the results of the monitoring in required performance reports.
- e. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the GAN and with the requirements for payment of costs under the Grant. This includes establishment of written procedures for determining that subaward costs are allowable under the GAN, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that subgrantees incur, or a combination of both approaches, provided the Grantee documents its determinations.

16. Entry onto a project site

The Grantee shall provide the District with access to the project site(s) and to books and records for the funded project. The Grantee also shall secure from the relevant property owner permission in writing for DOEE or its designee to access a project site/s at reasonable times to inspect the work performed by the Grantee, its contractor, subcontractor, subgrantee, or vendor. The Grantee shall obtain the written consent in advance of performing the work.

17. Facilities controlled by the Grantee

- a. If a facility controlled by the Grantee is used during the performance of projects under the grant, it shall meet all applicable federal, state, and local regulations for the intended use. Such a facility includes an office, training room, storage yard, or staging area.
- b. With respect to such a facility, the Grantee shall identify an emergency site facility to finish the activities of the Grant if the primary facility becomes unavailable for use due to a catastrophic event.
- c. Each facility controlled by the Grantee that is used for activities under the Grant shall be accessible to mobility-limited persons consistent with the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.*, and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* This means that if a facility is not required to be modified under either Act, the Grantee need not modify it, but DOEE will require the Grantee to explain how it will seek to accommodate mobility-limited persons.

18. Safe work environment

The Grantee, and its contractors, subcontractors, or subgrantees, shall provide a safe work environment for work on DOEE-funded projects. The Grantee shall provide a procedure for reporting unsafe working conditions and addressing reports made. If the Grantee, contractor, subcontractor, or subgrantee receives an allegation of an unsafe working condition or practice or

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has a safety incident, the pertinent party shall investigate the reported unsafe condition or practice and take appropriate action to address the situation in a timely manner. The incident and response shall be described in the Grantee's next grant report.

19. Unusual incident reporting

The Grantee shall report each unusual incident involving or affecting performance of the Grant to the Grant Administrator within twenty-four (24) hours of the incident or of the Grantee's learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Grantee shall, within five (5) days of the incident, communicate in writing to the Grant Administrator a full description of the incident and any response(s) taken or to be taken in response to the incident.

An unusual incident is an event or occurrence significantly different from routine or established procedure that affects or may affect performance of the Grant. Examples include, but are not limited to, an injury, a traffic accident, a theft, or the firing or resignation of a principal staff member or contractor identified in the Application.

20. Termination

The Grant, and the offer of the Grant, shall be subject to DOEE's termination:

- a. At any time, in whole or in part, for the convenience of the Government should DOEE determine that such termination is in the best interest of the public or the Government;
- b. Immediately for:
 - (1) Lack of funding;
 - (2) Failure of the Grantee to follow District or applicable federal law, including statutes, rules and regulations;
 - (3) Failure of the Grantee to carry out DOEE's ordered grant remediation plan;
 - (4) An ethics violation involving the grant, pursuant to the ethical standards in the most recent version of the District Ethics Manual, published by the District's Board of Ethics and Government Accountability (bega.dc.gov), as of the date that the GAN was sent;
 - (5) Cessation of insurance coverage without replacement of similar coverage; or
 - (6) Fraud, waste or abuse.
- c. After the Grantee has acknowledged or otherwise signified receipt of the Grant, fourteen (14) calendar days after the Grantee receives from DOEE written notice of termination due to:

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- (1) *Force majeure*, as defined and described below; or
- (2) Cause, as defined and described below.

21. Termination for *force majeure* or cause

- a. For *force majeure* DOEE may terminate the grant and the Grantee may seek certain reimbursement, as described in this section.
- b. For cause DOEE may terminate the grant, but the Grantee may not receive the reimbursement allowed for termination on the basis of *force majeure*.
- c. Cause and *force majeure* defined:
 - (1) Cause is a basis for DOEE's termination of the grant, when DOEE determines that the Grantee has:
 - (a) Failed to achieve the intended outputs within the time frame that has been approved;
 - (b) Performed incompetently, recklessly, or unlawfully.
 - (2) *Force majeure* is a condition or occurrence which provides a valid excuse to failure to perform within the time frame of the grant, an unexpected and disruptive event which DOEE determines could not have reasonably been anticipated or controlled, and includes:
 - (a) Timely applying for a government permit or approval but not timely receiving same from the government agency;
 - (b) A change in applicable law;
 - (c) An unforeseen weather event;
 - (d) Organized labor strike or slowdown; and
 - (e) Refusal of a necessary third party to approve, agree, or participate, following the Grantee's reasonable attempts to secure same.
- d. The Grantee may not invoke *force majeure* as an excuse for poor planning, failure to accommodate foreseeable delays by suppliers, or the Grantee's failure to manage its own resources.

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- e. For *force majeure*, the Grantee may seek reimbursement for otherwise-reimbursable expenditures incurred up to the date of termination, as well as reasonable costs incurred for demobilization.

22. Unspent funds

Funds provided under this Grant, but not spent to fulfill the terms of the Grant, shall be returned immediately to DOEE upon completion of all work required under the Grant, termination of the Grant, or the Grant end date, whichever is earliest.

23. Grant fiscal performance review and remediation plan

- a. After eight (8) weeks of the Grantee's grant performance, DOEE may perform a complete grant fiscal compliance review to determine patterns and rates of expenditures.
- b. If DOEE identifies deficiencies, DOEE may require that the Grantee undertake a grant remediation plan to improve and correct fiscal problems. Grant remediation may include:
 - (1) Repayment of Grant funds;
 - (2) Reduction in the Grant award; and
 - (3) Reallocation of Grant funds.

24. Accounting and audits

- a. The Grantee shall maintain an accounting system that:
 - (1) Conforms to generally accepted accounting principles;
 - (2) Permits an audit of all income received and expenditures disbursed by the Grantee during performance of the activities approved for the Grant; and
 - (3) Allows for the identification and review of documents supporting an accounting entry.
- b. The Grantee shall assist, and shall require that its contractors, subcontractors, and subgrantees assist, in the inspection and provision of financial records relevant to the Grant, including financial statements and tax returns. The Grantee shall seek such assistance from each vendor of a Big Grant Purchase.
- c. At any time before final payment on this Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, and for three (3) years thereafter, the District shall have the right to audit the Grantee, its contractors, subcontractors, or subgrantees. The District may, during this period, seek to audit vendors of Big Grant Purchases. If federal funds have been granted or subgranted, a federal agency may undertake such

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audits. The Grantee shall assist the District in obtaining the cooperation of its contractors, subcontractors, subgrantees, and vendors in such audits.

If federal funds have been included in the DDOE Grant to the Grantee, and the Grantee spends over the following amounts of federal funds, from all sources, the Grantee shall obtain an independent audit of program expenditures in accordance with federal rules:

- (1) If the Grantee's fiscal year that started after 12/26/14, for an aggregate of federal funds spent of \$750,000 or more (including this Grant) in its own fiscal year, the Grantee shall obtain an independent audit of program expenditures in accordance with 2 CFR Part 200, Subpart F.
 - (2) In any event, the Grantee of federal funds shall comply with all applicable federal regulations contained in 2 CFR Part 200.
 - (3) A copy of the audit findings and the audit report shall be submitted to the Grant Administrator no later than thirty (30) days from the issuance of the audit findings.
- d. If a federal agency undertakes an audit of the Grantee in connection with the Grant, the Grantee shall make available to DOEE all information that the audit requires, including information from its contractors, subcontractors, subgrantees, and, as practicable, vendors.
- e. The Grantee shall, upon DOEE request, repay to DOEE a reimbursed expenditure that DOEE has disallowed after an audit.

25. Document retention for three years

- a. For three (3) years after the final DOEE payment of the Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, the Grantee must maintain complete documentation of the Grant activities, including financial records and other documents supporting accounting entries. Upon DOEE's request, the Grantee must be able to produce for review the documentation, including for DOEE audit or, if applicable, federal audit.
- b. The Grantee must produce these materials for review, permit review of them, and respond promptly to questions regarding them, upon DOEE's or an auditor's request.
- c. If a claim, litigation, or audit is filed or commenced before the expiration of the three-year period, the documentation retention period shall be tolled, and documentation must be preserved until the claim, litigation, or audit has been finally resolved.
- d. The Grantee shall secure the agreement to the provisions of this section in writing from a person that this appendix subjects to an audit requirement.

26. Attribution of funding

- a. When communicating in writing (including in signage, on garments, and electronically) about the activity or project which the Grant funds, the Grantee must identify publicly the support of DOEE. The Grantee shall include a DOEE logo, which DOEE will provide.
- b. The Grantee shall follow DOEE Sign Design Guidelines and Publication Design Guidelines.
- c. If federal or other funds have been subgranted, and if DOEE requests, the Grantee must similarly acknowledge the funds' source.

27. Rights in data and other information

- a. DOEE retains ownership of all information produced pursuant to this Grant, including data regarding persons surveyed, interviewed, and/or counted, and any information regarding to whom services or things were provided.
- b. To ensure the protection of persons' confidentiality and compliance with District law and policies regarding confidentiality, the Grantee may not publish scientific or technical articles based on these data and/or information without DOEE's prior written consent.
- c. DOEE is, for federal funding, subject to certain information restrictions, and may require that the Grantee give notice to, and request a decision from, the federal funder.
- d. DOEE will not unreasonably withhold consent to a request by the Grantee for a nonexclusive license to use aggregated, non-confidential data, including for publication in professional and scientific journals and at professional meetings.
- e. The documents for this Grant are public documents and may be disclosed under the District's Freedom of Information Act, D.C. Official Code §§ 2-531-40. DOEE shall have the right to disclose to a third party the identity of a person providing a service or good under this Grant and the terms of insurance obtained pursuant to this Grant.
- f. The Grant may involve activities in which confidential information is provided to the Grantee. DOEE may also advise the Grantee in writing as to the content and nature of confidential information. When the Grantee uses or has access to confidential information, it shall treat the information as follows:
 - (1) The Grantee shall use confidential information only to the extent required to accomplish the purposes of this Grant.
 - (2) The Grantee shall not disclose confidential information to others without the express written permission of DOEE. Exception: The Grantee may disclose confidential information to its contractors or subgrantees who have agreed in writing to be bound by the disclosure limitations in this section.

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- (3) To be considered confidential information subject to the disclosure limitations in this section, DOEE's orally provided information shall be identified as confidential at the time of disclosure, summarized in writing and the summary delivered within thirty (30) days of disclosure.
- (4) Confidential information shall not pass in ownership to the Grantee. The furnishing of confidential information does not constitute a license to the Grantee to use the information for purposes beyond the activities of this Grant.
- (5) After being requested by DOEE to destroy confidential information, the Grantee shall return or destroy it within seven (7) days. Destruction shall be verified by the Grantee in writing by a duly authorized officer or manager. Confidential information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this section.
- (6) The confidential information shall not be copied or reproduced at any time without the prior written consent of DOEE, except for distribution to employees or contractors in accordance with, and subject to, the provisions of this section.
- (7) The requirements of this section shall continue past the term of this Grant.
- (8) The Grantee shall secure from contractors and subgrantees the agreement, in writing, to be bound by this section if they use or have access to confidential information.
- (9) Confidential information shall include, but not be limited to: Homeowner names, phone numbers, social security numbers, financial information, and home security arrangements.

28. Indemnification

Unless prohibited by law, the Grantee shall indemnify, defend, and hold harmless the District of Columbia and its officers, agents, and employees from any and all claims that are in any way connected to the grant. Unless prohibited by law, the Grantee shall require its principal contractors, subcontractors, subgrantees, and/or, if practicable, vendors for this Grant to do the same.

29. Insurance

The Grantee shall meet the requirements set forth in Appendix 6: Insurance Requirements. An Applicant for a grant is not required to have the necessary insurance in place at the time of application, but if awarded a grant, the Grantee must have or obtain all required insurance at the time work under the grant begins, unless DOEE waives a requirement in writing. Meeting insurance requirements is a condition for receipt of funds under the Grant.

30. Special provisions for certain programs or projects

(None)

31. Requests for reconsideration of certain DOEE decisions

In certain limited circumstances DOEE provides the following procedure for an applicant to seek review or reconsideration of a grant-making decision:

Request for reconsideration

- a. When the Department decides to award a grant to a successful applicant, it will notify in writing each applicant whose application was not selected for award. At the Department's discretion this notification may include a statement regarding eligibility, a reviewer's evaluation and comments, or a summary. It will not identify a reviewer or provide the contents of an application. Written notification may be made electronically, typically by email.
- b. If an unsuccessful applicant wishes to better understand the decision regarding an offered grant, the applicant may ask the Department's Grants Division for further information. The Department may meet with the applicant, explain the decision, and may provide reviewer evaluation, comment, or a summary.
- c. If an unsuccessful applicant wishes the Department to reconsider the decision, the applicant must file a "Request for Reconsideration" in writing within seven (7) days of the date of the Department's notification. The filing should be addressed to the Department Director.
- d. A written request may be made electronically, typically by email to the published email address for the grant competition. The Department encourages electronic communication.
- e. A Request for Reconsideration must include a concise statement of the reason(s) for the request and include all documentation and other evidence supporting the request.
- f. A request must identify the reasons for reconsideration and provide supporting evidence, or it will be denied.

Department response

- a. A change to the award decision will be made only because of fraud, a criminal act, or a material error in the determination of eligibility.
- b. The Department Director, or designee, will consider the Request for Reconsideration and the evidence provided.

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- c. Ordinarily a decision will be issued within seven (7) days, except the Director may extend that time, and will notify the requestor in writing of an extension.
- d. The Director may halt the award of the grant while the Request for Reconsideration is pending.
- e. After reconsideration, the Director will inform the requestor in writing of the determination.
- f. If the Director determines that a valid basis for a change to the award exists, the Director may:
 - (1) Reopen the grant application process, in whole or in part;
 - (2) Revise or revoke an award; or
 - (3) Take other appropriate action to address an error.

Effect of the award

Unless the Department states otherwise in writing, either (a) seven (7) days after a grant's announcement, or (b) upon affirmation of a grant after considering a request for reconsideration, an award of the grant constitutes final Department action on the grant.

32. Cybersecurity

- a. The Grantee shall have policies and procedures reasonably designed to detect, prevent, and respond to cyberattacks. These policies and procedures shall include employee training and monitoring of compliance with the Grantee's cybersecurity policies and procedures.
- b. The Grantee shall promptly notify DOEE of any cybersecurity breach which may affect DOEE or the Grantee's performance of work under the grant.

Appendix 2 – DOEE Grant Promises, Certifications, Assertions, and Assurances

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

I. MEANING OF SIGNATURE ON THE PCA

1. This Appendix 2 – DC Grant Promises, Certifications, Assertions, and Assurances (PCA) contains terms that apply to: the undersigned Applicant (Applicant) and its application (Application) and, upon award of the grant applied for (Grant), to the successful applicant (Grantee). This PCA is incorporated into the Request for Applications (RFA) and each Grant Award Notice. The Applicant signifies its agreement to the PCA terms by signing below in the Signature and Certification of the Applicant section.

2. The Applicant, 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 Applicant 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 Application and throughout the period of the Grant; and
- e. Agreeing that the statutes, rules, regulations, and industry practices stated, apply, and promising to comply with them, as applicable.

II. SPECIFIC ASSURANCES

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

A. True statements

All communications to DOEE have been and will continue to be truthful. For statements regarding matters for which the Applicant lacks direct personal knowledge, the Applicant 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 Applicant has or will have during the entirety of the grant period:

- a. The financial resources and technical expertise necessary to perform all activities required by and identified in the Application, project proposal and grant, 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 grant 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 grant as a nonprofit organization, the Applicant will maintain its tax status as a nonprofit organization during the grant period.

D. Obligations to the District/good standing

The Applicant, at the time of filing of the Application, 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 grant. The Applicant shall at all times have and maintain a valid District business license, and if requested by DOEE, 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. 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.
2. The identified persons or entities are:
 - a. The Applicant, its subsidiaries, or affiliates;
 - b. An officer of Applicant;
 - c. A member of the Applicant's governing board; and
 - d. A Grant-related:
 - (1) Vendor;
 - (2) Contractor;
 - (3) Subcontractor; or
 - (4) Subgrantee.

F. Criminal charges or investigations, or other legal proceedings

1. Within the three (3) years immediately preceding the date of the application, neither the Applicant 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 Applicant's organization; or

(b) A crime or offense involving financial misconduct or fraud; or

b. With respect to services to be provided by the Applicant, 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 grant.)

2. If the Applicant cannot certify that one or more assertions in paragraph 1 of this section are true and correct, the Applicant 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 Application or Grant. The attached statement shall be treated as incorporated into the PCA.

G. Taxes due and related liabilities

The Applicant will, upon award of the Grant and with respect to payments made under the Grant:

a. Be solely responsible for taxes owed, if any, to a taxing authority, whether federal, state or local;

b. Defend, indemnify and hold harmless the District with respect to liability to a taxing authority, whether federal, state or local; and

c. Ensure that each of its contractors, subcontractors, and subgrantees agrees to and/or understands that, with respect to payments under the Grant, they are also subject to the tax-related requirements of this section, including agreeing to defend, indemnify, and hold harmless the District with respect to liability to any taxing authority, whether federal, state or local.

H. Conflicts of interest

The Applicant 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 Grant-related personal gain during the period of the Grant (other than salary and benefits).

I. Books and records

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

J. Property owner permission

The Applicant hereby gives permission, and will secure, in advance of work to be performed by the Applicant as Grantee, its contractors, its subcontractors, subgrantees, or its relevant vendors, permission in writing from relevant property owners, for DOEE, or its designee, to access project sites at reasonable times to inspect work performed under the Grant.

K. Termination/new grantee

As a condition of acceptance of the Grant, the Applicant agrees that:

- a. It will cooperate to enable a smooth transition to another grantee if:
 - (1) DOEE determines that the Grant period will end without the Grant activities having been completed;
 - (2) DOEE so notifies the Applicant; and
 - (3) DOEE identifies as successor another grantee or DOEE staff to finish the activities.
- b. The Applicant's cooperation will include:
 - (1) Identification, and offer to transfer ownership, of Big Purchase Equipment as defined in RFA Appendix 1 – General Terms and Conditions (GT&C); and
 - (2) Preparation of a transition plan for DOEE review, by a DOEE-specified date, prior to the Grant period end date.

L. Compliance with laws

1. The Applicant will comply with all applicable District and federal statutes and regulations, as amended, including:

- a. The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990; 104 Stat. 327 (42 U.S.C. § 12101 *et seq.*);
- b. Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973; 87 Stat. 355 (29 U.S.C. § 701 *et seq.*);
- c. The Hatch Act, ch. 314, 24 Stat. 440 (7 U.S.C. § 361a *et seq.*);
- d. The Fair Labor Standards Act, ch. 676, 52 Stat. 1060 (29 U.S.C. § 201 *et seq.*);
- e. The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970; 84 Stat. 1590 (26 U.S.C. § 651 *et seq.*);
- f. The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (*see* 18 U.S.C. § 1951);
- g. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963; 77 Stat. 56 (29 U.S.C. § 201);
- h. Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975; 89 Stat. 728 (42 U.S.C. § 6101 *et seq.*);
- i. Age Discrimination in Employment Act, Pub. L. 90-202, Dec. 15, 1967; 81 Stat. 602 (29 U.S.C. § 621 *et seq.*);
- j. Military Selective Service Act of 1948; ch. 625, 62 Stat. 604 (50 U.S.C. § 3801 *et seq.*);
- k. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972; 86 Stat. 235 (20 U.S.C. § 1001);
- l. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986; 100 Stat. 3359, (8 U.S.C. § 1101);
- m. Executive Order 12459 (Debarment, Suspension and Exclusion);
- n. Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. § 6381 *et seq.*);
- o. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C. § 701 *et seq.*). Specifically, the Grantee shall no later than 30 calendar days after the date of the Grant Award notice (unless a longer period is agreed to in writing):

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- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
 - (3) Provide all employees engaged in performance of the Grant with a copy of the statement required by the law;
- p. Assurance of Nondiscrimination and Equal Opportunity, found in 29 CFR § 34.20;
 - q. District of Columbia Human Rights Act of 1977, effective Dec. 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*), including its prohibitions on sexual harassment, consistent with 4 DCMR 11 *et seq.*;
 - r. Title VI of the Civil Rights Act of 1964;
 - s. District of Columbia Language Access Act of 2004, effective June 19, 2004 (D.C. Law 15-167; D.C. Official Code § 2-1931 *et seq.*);
 - t. Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995; 109 Stat. 693, (31 U.S.C. § 1352); and
 - u. Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*). In accordance with this act, any person who may, pursuant to the grant, potentially work directly with any child (an individual younger than age 13), or any youth (an individual from age 13 through age 17) shall complete a background check that meets the requirements of the District's Department of Human Resources.
 - v. Youth Bullying Prevention Act of 2012, effective Sept. 14, 2012 (D.C. Law 19-167; D.C. Official Code § 2-1535.01 *et seq.*). In accordance with this act, any grantee or contractor of the grantee that, on behalf of the District government or through District funding, provides services, activities, or privileges to youth (an individual age 21 or

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younger) must adopt and enforce a bullying prevention policy that meets the requirements of the act.

2. The Applicant will comply with all applicable District and federal environmental standards that may be prescribed.

M. Compliance with general terms

The Applicant will comply with Appendix 1 - GT&C and understands that those terms and conditions are incorporated into the RFA.

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

III. SIGNATURE AND CERTIFICATION OF THE APPLICANT

On behalf of Applicant:

1. I am authorized to submit this application and, if DOEE requests, to negotiate with DOEE on behalf of the organization or person identified below (the Applicant). The assertions, assurance, representations, and promises, of the application 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 RFA, including the incorporated Appendix 1 – GT&C and Appendix 2 - PCA. I understand that the terms of the RFA are also incorporated by reference in each subsequent notice or amendment of a grant.
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 DOEE, and if the funding for the grant for which the Applicant applies 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 Applicant's securing the grant applied for.
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 grant, 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

Name and title:

Applicant's name and address:

Email and phone:

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

Filename: 03 5273 appendix 2 - pca promises certs asserts and assurs rev 02-2021.docx
(Rev. 2-2021)