Donation and Reuse Award Program

FY 22 Request for Applications (RFA)

Chesapeake Bay Trust
108 Severn Avenue, Annapolis, MD 21403
(410) 974 – 2941 ♦ www.cbtrust.org
At A Glance

Program Summary:
The Donation and Reuse Award Program is designed to increase diversion of reusable material to landfills and incinerators, through programs, services, outreach, and education.

Deadline:
Thursday, May 19, 2022, at 6:00 PM EDT

Eligible Project Locations:
This program funds programs and services physically located in the District of Columbia.

Eligible Applicants:
Nonprofit organizations; Faith-based organizations; Government agencies; Universities/educational institutions; or Private Enterprises.

Request Amounts:
Requests up to $10,000

Submit Your Application:
Follow the instructions online at https://www.grantrequest.com/SID_15207SA=SNA&FID=35694

Table of Contents

Introduction to the Chesapeake Bay Trust ........... 3
Program Goals ..................................................... 3
Eligible Applicants ................................................ 4
Eligible Project Types ........................................... 4
Evaluation Criteria ............................................... 5
Funding Availability, and Timeline ...................... 6
Deadline ................................................................ 7
Application Review Process ................................. 7
Awards and Notifications ................................. 7
Contact ................................................................ 7
Narrative Questions ............................................. 8
Budget Instructions ............................................. 9
Online Application Submission Instructions ......... 9
Appendix 1: DOEE Grant General Terms and Conditions ............................................. 11
Appendix 2: DOEE Grant Promises, Certifications, Assertions, and Assurances ............................................. 20
Appendix 3: DOEE Insurance Requirements ........... 39
Introduction to the Chesapeake Bay Trust

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 our local systems, from the Chesapeake to the Coastal Bays to the Youghiogheny River. The Trust, supported in large part by Maryland’s Chesapeake Bay License Plate and partnerships with other regional funders, engages and empowers diverse groups to take actions that enrich natural resources and local communities of the Chesapeake Bay region. Since 1985, the Trust has awarded over $130 million in grants to municipalities, nonprofit organizations, schools, and public agencies throughout the Chesapeake Bay watershed.

The Chesapeake Bay Trust is partnering with the District of Columbia Department of Energy and Environment (DOEE) on the District Donation and Reuse Award Program. DOEE is the leading authority on energy and environmental issues affecting the District of Columbia. The Zero Waste Omnibus Amendment Act of 2020 established a Donation and Reuse Program. The Urban Sustainability Administration, housed under DOEE, aims to develop policies and programs that address sustainability, green building, climate change, equity, and sustainable materials management in D.C.

Program Goals

The goal of the District’s Donation and Reuse Award Program is to fund projects that reduce needless waste and increase diversion of reusable material, including edible food, from landfills and incineration through donation or reuse (Reuse is defined as: the use of a product or material again, either by another entity or after repair). The Donation and Reuse Program represents an increased investment of resources towards source reduction (source reduction is defined as the practice of reducing the number of materials used through redesigning products, changing manufacturing processes, changing purchasing habits, and reusing materials, in order to minimize the quantity and/or toxicity of waste produced from a product or process. This term is often used synonymously with "waste reduction.") and reuse, which is prioritized above all else in the District’s Waste Hierarchy.

https://zerowaste.dc.gov/about-zero-waste-dc
The purpose of the Donation and Reuse Program is to provide funding for donation and reuse projects, programs, and services for increased donation and reuse opportunities of materials otherwise headed to the waste stream in the District. The awards may also fund education and outreach efforts to increase the public’s understanding of the importance of donation and reuse and increase awareness of current donation and reuse opportunities and best practices.

The District’s Donation and Reuse Award Program aims to fund projects that will reach District residents, businesses, and other entities that are not currently engaging in donation and reuse of materials, or projects that would not continue without the support of the award.

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, see our strategic plan at [www.cbtrust.org/strategic-plan](http://www.cbtrust.org/strategic-plan) and [https://cbtrust.org/diversity-inclusion/](https://cbtrust.org/diversity-inclusion/).

### Eligible Applicants

Eligible Applicants: DOEE and the Trust welcome requests from the following organizations:

- Nonprofit organizations;
- Faith-based organizations;
- Government agencies;
- Universities/educational institutions; or
- Private Enterprises.

If located outside of the District, application must clearly show how the proposal serves District residents, businesses, and/or other entities. Eligible applicants will have and maintain in full force and effect during the term of the proposed project liability insurance coverage in connection with the performance or failure to perform services proposed.

### Eligible Project Types

Projects should do one or more of the following:

1. Support new, expanded, or continuing donation and reuse programs and services in the District of Columbia, such as through site drop-offs, pick-up services, events, or repair services.

2. Perform education on the importance of donation and reuse, and outreach to increase public awareness of donation and reuse opportunities.

Examples of fundable projects include:

- Donation pick-up service
- Establishing and/or maintaining donation sites
- One-day or reoccurring clothing swap events
- One-day or reoccurring fix-it events
- Repair services
• Public campaign for sharing donation and reuse best practices
• Awareness campaign on existing donation and reuse opportunities
• Food rescue programs

is NOT eligible if:
1. 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.
2. 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 to the eligible entity as the “fiscal agent.”
3. The project is physically located outside of the District of Columbia. Entities located outside of the District may submit projects if their projects service District residents, businesses, or other entities. For example, non-District entities could propose a donation pick-up service in the District or events located in the District. Proposals that include outreach and educational campaigns shall ensure the intended audience is District residents, businesses, and other entities. But depending on the medium utilized, non-District residents, businesses and other entities may be an indirect audience of the outreach and education.
4. Donation related projects should be focused on used items, or items that would have otherwise been sent to landfill or incineration. Projects, such as a donation drive of new toys, is not eligible for funding.

Evaluation Criteria

The following criteria will be used by internal and partner expert reviewers to score your proposal:

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Description of Scoring Criteria</th>
<th>Scoring</th>
</tr>
</thead>
</table>
| Justification (Project Need)     | • Does the applicant clearly identify which of the program goals they will meet and how funding is essential to advance their work?  
  • Does the proposed project support the broader goals of the applicant organization and/or other existing community efforts?  
  • Does the proposal effectively describe how the project reduces waste from entering a landfill or incinerator through donation or reuse? | Scale of 1 to 25 |
| Likelihood of Project Success    | • 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 effective evaluation of the application? | Scale of 1 to 20 |
| Partnership and Community        | • Does the applicant describe how it is familiar with donation and reuse programs?               | Scale of 1 to 20 |
| Sustainability | Has the applicant addressed future project sustainability (e.g., ongoing resources)? |
|               | If the application is for a knowledge-building or behavior change project, will the impacts of the work be felt after the award period has ended? |
|               | If a project is time-bound, explain how the project will be a model of success or could be replicated by others in the future. | Scale 1 to 15: |

| Cost Effectiveness / Budget | Is the budget appropriate and cost effective? |
|                           | Are the line items budgeted justified in the budget narrative? | Scale 1 to 20 |

**Funding Availability, and Timeline**

**Funding Availability:** The funding partners anticipate funds available in FY22 as follows:

- Approximately $63,000

**Typical allowable costs are:**

- Rental of office space, some vehicles, and some equipment;
- Employee salaries and benefits;
- Contractor labor, including professional services;
- Accounting and bookkeeping services;
- Communications, including telephone and data services;
- Printing, reproduction, including signage;
- Materials and supplies;
- Computers and printers;
- Small tools;
- Some field equipment, typically below $5,000 in value;
- Postage and shipping;
- Necessary travel, meals and lodging; and
- Insurance.

**Funding Restrictions:**

This award program can NOT fund the following:

- Most major equipment, like vehicles;
- Lobbying, including salaries and overheads and out-of-pocket expenses;
- Entertainment;
• Interest payments on loans;
• Most food; and
• Land purchases

**Project Timeline:** Projects must be completed by September 2, 2022. Requests to extend deadline to meet mini award objectives will NOT be considered.

**Deadline**

Applicants must submit applications in the Chesapeake Bay Trust Online System by 6:00 PM EDT on Thursday, May 19, 2022. 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 the 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 RFA and discussed by a review committee. Reviewers score all applications based on the evaluation criteria listed in the “Evaluation Criteria” section above.

The funding partners reserve the right to fund projects and budget items that advance their missions and meet specific funding priorities and criteria.

**Awards and Notifications**

The 2022 Donation and Reuse awards will be announced June 2022.

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. The Trust will mail the first award payment to the requesting organization following: satisfaction of any phase 1 payment award contingencies, including upload of the signed award agreement. Ten percent of the total award will be held until the final report is submitted and approved. In cases where the awardee fails to submit a status report, progress report, or final report by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee.

When the project is complete, awardees are required to complete final reports that 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).

All financial back-up documentation will be grouped and numbered to correspond to the budget line item reported as spent. Organizations with outstanding final, progress, or status reports will not be awarded additional grants.

**Contact**

For technical assistance contact Rylee Kennedy at (410) 974-2941 x 119 or rkennedy@cbtrust.org
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.

Background and History:

1. What is the background of the project?
2. What is your experience in this work and why is this project needed?
3. How does the project support the broader goals of your organization and advance your work?

Project Goal:

Definitions:

a. **Output**: the immediate results of the work which is being completed (e.g.: the number of people that attend an event)

b. **Outcomes**: the change that is prompted as a result of the output listed above (e.g.: increased participation in donation and reuse as a form of waste diversion).

4. How does your project will do to meet the goals of this RFA?
5. How will the proposed project outputs will lead to proposed outcomes? (as defined and described above)

Partnerships and Community: Applicants are encouraged to consider the Trust’s commitment to the advancement of diversity in its award-making in their responses.

6. Who is most likely to benefit from your project?
7. What is the demographic information about the community or population involved in or served by the project?
8. How is your target population and/or the community 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 award (for example, a non-profit located outside of the District doing work within the District)*

9. How will “ownership” be transferred to the community?
10. How will the community be able to carry the work forward?

11. What is 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). 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.

12. What are your key partnerships and why they were selected for this project?
13. What makes these partners the best partners for this work?
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.

14. Has/will a consultant be hired and has a contractor been selected?
15. What is your consultant/contractor selection process? Include a justification and background of the selected consultant/contractor. If using a bid process, describe the process.

Sustainability: The Trust aims to invest in projects that have the longest potential longevity, after the award period has ended. Several threats exist that may result in loss of project value: change in public interest in an effort; change in waste stream; change in consumer behavior due to COVID-19; change in land use; and more.

16. What is the future you see for the work for which you are requesting funds?
17. What factors may affect the project’s value and how will you ensure its long-term value is maximized?
18. If the project or program will need ongoing financial resources in order to maintain its value, provide a plan describing how the project will be sustained beyond the term of the proposed funding request?
19. If a project is time-bound, how will the project be a model of success or could be replicated by others in the future?

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 “Award 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 an award, go to https://cbtrust.org/grants/district-of-columbia-donation-reuse/ and click on “Get Started” to begin a new application. This will open a new window asking you to log in or create an account on our online system. If you have applied in the past, use your existing username and password (if you have forgotten either of these use the ‘forgot password’ feature). If you have not used our online system before, click on “New Applicant” and follow the instructions.
Applicants must submit applications in the Chesapeake Bay Trust Online System by 6:00 pm EDT on Thursday, May 19th, 2022. Late applications will not be accepted, and the online funding opportunity will close promptly at 6:00 pm.

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 the following information on the online application form. Some items are required in order to submit your application. Refer to the online application for details.
Appendix 1: DOEE Grant Promises, Certifications, Assertions, and Assurances

Table of Contents

I. MEANING OF SIGNATURE ON THE PCA ................................................................. 1
II. SPECIFIC ASSURANCES ................................................................................. 2
   A. True statements ................................................................................................. 2
   B. Resources and record ....................................................................................... 2
   C. Tax status/organizational form ....................................................................... 3
   D. Obligations to the District/good standing ..................................................... 3
   E. Not suspended or debarred ............................................................................. 3
   F. Criminal charges or investigations, or other legal proceedings ....................... 4
   G. Taxes due and related liabilities .................................................................... 4
   H. Conflicts of interest ......................................................................................... 5
   I. Books and records ............................................................................................ 5
   J. Property owner permission ............................................................................. 5
   K. Termination/new grantee .............................................................................. 5
   L. Compliance with laws ..................................................................................... 6
   M. Compliance with general terms ..................................................................... 8
III. SIGNATURE AND CERTIFICATION OF THE APPLICANT .................................. 9

On behalf of Applicant: ......................................................................................... 9

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 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 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
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 and with all applicable orders promulgated by governmental authorities, as amended, including:


f. The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (*see* 18 U.S.C. § 1951);


m. Executive Order 12459 (Debarment, Suspension and Exclusion);

DC Grant Promises, Certifications, Assertions, and Assurances (rev. 08-20-2021)

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):

(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;


r. Title VI of the Civil Rights Act of 1964;


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 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 5507 appendix 2 - pca promises certs asserts and assurs rev 08-20-2021.docx

PCA | Page 9 of 9
# Appendix 2 – DOEE Grant General Terms and Conditions

Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. This document</td>
<td>2</td>
</tr>
<tr>
<td>2. Order of precedence</td>
<td>2</td>
</tr>
<tr>
<td>3. Communications with DOEE</td>
<td>2</td>
</tr>
<tr>
<td>4. Grant match: projection and documentation</td>
<td>3</td>
</tr>
<tr>
<td>5. Communication of a material change</td>
<td>3</td>
</tr>
<tr>
<td>6. Compliance as a continuing condition of eligibility</td>
<td>4</td>
</tr>
<tr>
<td>7. Grant contingent on available funding</td>
<td>4</td>
</tr>
<tr>
<td>8. Bonding Requirements</td>
<td>4</td>
</tr>
<tr>
<td>9. Grant period</td>
<td>4</td>
</tr>
<tr>
<td>10. Payment</td>
<td>5</td>
</tr>
<tr>
<td>11. Unethical conduct</td>
<td>7</td>
</tr>
<tr>
<td>12. Grant purchases, including equipment, exceeding $5,000 per unit cost</td>
<td>8</td>
</tr>
<tr>
<td>13. Modifications of the Grant, including extensions and increases</td>
<td>9</td>
</tr>
<tr>
<td>14. Contracts, subcontracts, or subgrants</td>
<td>9</td>
</tr>
<tr>
<td>15. Establishing and managing subgrants</td>
<td>10</td>
</tr>
<tr>
<td>16. Entry onto a project site</td>
<td>10</td>
</tr>
<tr>
<td>17. Facilities controlled by the Grantee</td>
<td>11</td>
</tr>
<tr>
<td>18. Safe work environment</td>
<td>11</td>
</tr>
<tr>
<td>19. Unusual incident reporting</td>
<td>11</td>
</tr>
<tr>
<td>20. Termination</td>
<td>11</td>
</tr>
<tr>
<td>21. Termination for <em>force majeure</em> or cause</td>
<td>12</td>
</tr>
<tr>
<td>22. Unspent funds</td>
<td>13</td>
</tr>
<tr>
<td>23. Grant fiscal performance review and remediation plan</td>
<td>13</td>
</tr>
<tr>
<td>24. Accounting and audits</td>
<td>14</td>
</tr>
<tr>
<td>25. Document retention for three years</td>
<td>15</td>
</tr>
<tr>
<td>26. Attribution of funding</td>
<td>15</td>
</tr>
<tr>
<td>27. Rights in data and other information</td>
<td>15</td>
</tr>
<tr>
<td>28. Indemnification</td>
<td>17</td>
</tr>
<tr>
<td>29. Insurance</td>
<td>17</td>
</tr>
</tbody>
</table>
DOEE Grant General Terms and Conditions (Rev. 08-20-2021)

30. Special provisions for certain programs or projects .......................................................... 17
31. Requests for reconsideration of certain DOEE decisions .................................................. 17
32. Cybersecurity ......................................................................................................................... 19
33. American Rescue Plan Act funding ...................................................................................... 19

1. This document

Each eligible legal person or entity applying for the grant (Applicant) advertised in the Request for Applications (RFA), the successful Applicant (Grantee), and a subrecipient of funds proceeding from the grant provided pursuant to the RFA (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, as amended.

The Grantee must review the Grant award documents 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 it is not continuing.

2. Order of precedence

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

   a. The most recent DOEE-approved written amendment to the Grant Award Notice (GAN);

   b. The GAN;

   c. An approved work plan, if any;

   d. The RFA; and

   e. The Grantee's submitted application.

3. Communications with DOEE
a. Communications shall be directed to DOEE offices, or DOEE staff, as the RFA or GAN states.

b. Reports and other submissions shall be directed to DOEE, as indicated.

c. If reports are electronically filed, the 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 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 for items purchased, in the same form as required in Section 10 (Payment) of the GT&C.

   (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 (and will be subject to the RFA’s insurance requirements).

5. Communication of a material change

The Applicant and, if awarded the Grant, 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; or
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.

DOEE shall determine materiality, in its sole discretion. 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.

6. **Compliance as a continuing condition of eligibility**

The Applicant must continue to comply with the RFA and Grant terms during the period of consideration of its Application, and if awarded a Grant, during the Grant period. If there is a failure to comply, DOEE may suspend, terminate, withdraw, or recover funds, or take other corrective action.

7. **Grant contingent on available funding**

The Grant and DOEE's distribution of funds pursuant to the Grant 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:


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 losses of 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 of the Director’s signature on a GAN, which is the “begin date.” The Grantee’s rights to funds will be contingent upon DOEE’s completion of its internal financial controls, evidenced by delivery to the Grantee of the GAN. On and after the
DOEE Grant General Terms and Conditions (Rev. 08-20-2021)

begin date, the RFA, the documents it incorporates, and the documents specified in Section 1 of this Appendix 1 apply to the Applicant as “Grantee.”

The period of the Grant shall end on the date stated in the GAN, as amended in writing, as the “end date”.

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. Timely submission of an invoice is a precondition to timely payment.

(1) Ordinarily DOEE pays proper invoices within 30 days.

(a) The Grantee should submit invoices for Grant-related reimbursement during the Grant period.

(2) The Grantee should not submit invoices after September 30 for goods and services incurred in a preceding fiscal year.

(3) 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.

(4) Prior to acceptance of the Grant, the Grantee must timely inform the DOEE point of contact of objections or limitations with the use of the Portal.

d. The Grantee’s submittal for payment must include a signed invoice, on organization letterhead, with federal tax identification number and supporting documentation. The submittal to DOEE must also include:

(1) For employee labor: For the relevant period, submit proof of the paid labor. Proof could include a payroll report, with information drawn from an official book or record, like a payroll register, official time sheet or timecard/s. The Grantee should seek DOEE’s pre-approval of the form of proof of employee labor.

(2) For a contractor expenditure: Support each expenditure with the contractor’s invoice. In turn, each contractor invoice must rest on information drawn from an official book or record.

(3) For another expenditure: Support each expenditure with 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 timecard/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 the period (typically a payroll register, official time sheet, or timecard/s); and

      (b) For a non-labor item: an invoice or receipt that identifies or describes the invoiced item, showing quantity, rate or price, and for a procured item, proof of payment.

f. In some circumstances, DOEE as a precondition to payment, may require documents supporting an accounting entry. 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. See RFA Parts 1.8, and 6.2. The following specifics control over general terms in the cited provisions:

   (1) The Grantee must have requested such funding in its Application.

   (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 DOEE’s Director.
DOEE Grant General Terms and Conditions (Rev. 08-20-2021)

(3) The advance funds must 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. Until all grant-funded activities have been completed DOEE may, in its sole discretion, withhold from the total to be paid the greater of either (1) an amount equal to the total of advanced funds or (2) an amount up to 10% of the Grant. 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 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 a material term of the Grant. DOEE may, in its sole discretion, determine materiality.

11. Unethical conduct

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. Exception: 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, subgrantee, 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 application constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DOEE-approved application, 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, subcontractors, 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.

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, subcontractors, or subgrants

a. Nothing in the GAN shall be construed to create a contractual relationship between DOEE and any of the following: Grantee; 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, subcontractors, and subgrants with 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 disturb 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 subgrants

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

a. Be responsible for selecting each subgrantee and, as appropriate, conducting a
   competition for each subgrant.

b. Ensure that all subgrant documents, including agreements, are in writing and address all
   elements of the subgrant documents identified in the RFA and GAN, and in their
   appendices and attachments.

c. Ensure that each subgrantee is aware that it is subject to all applicable terms, conditions,
   and requirements of the RFA, GAN, and their appendices and attachments.

d. Establish and follow a system for monitoring subgrantee 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.

f. The Grantee shall extend the Grant’s DOEE-approved indirect cost rate to payments
   made to a nonprofit subgrantee or to a nonprofit contractor. Except that the following are
   excluded from this paragraph’s requirement of this compensation structure: a foundation,
   hospital, college, and university.

16. Entry onto a project site

The Grantee must provide the District with access to the project site(s) and to books and
records for the funded project. The Grantee also must 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 must 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, the facility 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 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: serious injury, traffic accident, theft, or 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:

(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.

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 made 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 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 DOEE 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.


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.

(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 that work under the Grant begins. 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.

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 must 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.

c. The Grantee shall be responsible for ensuring compliance with the Order by the employees, agents, and subcontractors described in Paragraph 33.a. Under the Order, failure to do so may result in adverse consequences.

33. American Rescue Plan Act funding

If the American Rescue Plan Act of 2021 (ARPA) is a source of funds for the Grant identified in RFA Section 1.3 (Source of Funds) or in the GAN, the Grantee must comply with all federal requirements regarding use of ARPA funds and record-keeping. The citation for ARPA is Pub. L. 117-2 (Mar. 11, 2021). Much of ARPA was codified at 42 U.S.C. 802 et seq.
Appendix 3: DOEE Insurance Requirements

Insurance

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to DOEE giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, DOEE. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Grantee decide to engage a subgrantee, contractor, or subrecipient (a “subrecipient”) for segments of the work under this grant and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subrecipient, the Grantee shall submit in writing the name and brief description of work to be performed by the subrecipient on the Subcontractors Insurance Requirement Template provided by DOEE, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subrecipient and promptly deliver such requirements in writing to the Grantee and DOEE. The Grantee must provide proof of the subrecipient's required insurance prior to commencement of work by the subrecipient. If the Grantee decides to engage a subrecipient without requesting from ORM specific insurance requirements for the subrecipient, such subrecipient shall have the same insurance requirements as the Grantee.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Grantee and its subrecipients (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subrecipients (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subrecipients, and not the additional insured. The additional insured status under the Grantee ’s and its subrecipients’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DOEE in writing. All of the Grantee ’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such
policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS
1. Commercial General Liability Insurance (“CGL”) - The Grantee shall provide evidence satisfactory to DOEE with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DOEE in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a grant) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by DOEE in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers’ Compensation Insurance - The Grantee shall provide evidence satisfactory to DOEE of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.
**Employer’s Liability Insurance** - The Grantee shall provide evidence satisfactory to DOEE of employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

All insurance required by paragraphs 1, 2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Cyber Liability Insurance** - The Grantee shall provide evidence satisfactory to DOEE of Cyber Liability Insurance, with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. **Environmental Liability/Grantee Pollution Liability Insurance** - The Grantee shall provide evidence satisfactory to DOEE of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Grantee. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Grantee’s pollution liability policy or (ii) $1,000,000 per occurrence and $1,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Grantee warrants that any retroactive date applicable to coverages under the policy precedes the Grantee’s performance of any work under the grant and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Grantee also must furnish to DOEE - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Grantee for losses arising from facility(ies)
accepting, storing or disposing hazardous materials or other waste as a result of the Grantee’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. **Commercial Umbrella or Excess Liability** - The Grantee shall provide evidence satisfactory to DOEE of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee’s umbrella or excess liability policy or (ii) $1,000,000 per occurrence and $1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. **PRIMARY AND NONCONTRIBUTORY INSURANCE**
   The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

D. **DURATION.** The Grantee shall carry all required insurance until all grant work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.

E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the grantee’s liability under this grant.

F. **GRANTEE PROPERTY.** Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

G. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.

H. **NOTIFICATION.** The Grantee shall ensure that all policies provide that DOEE shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes
or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide DOEE with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide DOEE with an updated Certificate of Insurance should its insurance coverages renew during the grant.

I. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
Brenda V. Pérez
Department of Energy & Environment
Government of the District of Columbia
1200 First Street, NE, 7th Floor
Washington, DC 20002
(202) 527-1786

DOEE may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DOEE prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DOEE on an annual basis as the coverage is renewed (or replaced).

J. DISCLOSURE OF INFORMATION. The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.

K. CARRIER RATINGS. All Grantee’s and its subcontractors’ insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.