



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PLANNING
REQUEST FOR APPLICATIONS
HISTORIC PRESERVATION GRANT**

Release Date of RFA: November 21, 2022

Submission Deadline: December 21, 2022

*Please note that complete applications must be submitted via email only.
Incomplete applications or those submitted after the deadline will not be accepted.*

Submission Details: Submit complete applications via email only to edward.giefer@dc.gov.

Point of Contact: Edward Giefer
Phone: 202-442-7629
Email: edward.giefer@dc.gov

Availability of RFA: The Request for Applications will be published in the DC Register, the District Clearinghouse, and OP's website.

SECTION I – BACKGROUND

A. Introduction

The DC Office of Planning (OP) is soliciting applications from organizations seeking a grant to assist homeowners with the repair of their multi-family historic property.

Background

OP recognizes the costs associated with the maintenance and repair of historic property and appreciates the efforts of homeowners to keep their historic properties in good repair as required by District of Columbia property maintenance codes. OP also recognizes that long-term maintenance of historic multifamily residential property may pose significant and unusual burdens given the nature of such properties, especially in the case of architecturally significant structures with highly decorative facades. Such unusual situations may create a significant financial burden for property owners, particularly low- and moderate-income households. These burdens may be more difficult to address when unusually large or one-time repairs are needed to multifamily properties owned by many households at varying income levels.

Goals

1. Retain and enhance multifamily historic landmarks and multifamily residential properties in historic districts.
2. Assist homeowners in multifamily historic buildings with unusually high repair costs to avoid an onerous and excessive financial burden.
3. Support unusually high one-time repair costs associated with architecturally elaborate historic multifamily buildings whose character and appearance benefits not only the residents but the community at large.

B. Eligible Activities

All grant funds must go toward the cost of exterior or structural building repair, including materials, labor, construction staging, contractor fees, permitting, and other costs directly associated with the construction project.

A grant will be awarded on a competitive basis with preference given to work that restores important and prominently visible architectural features, such as:

- Repair of original street-facing windows and doors.
- Appropriate replacement of non-repairable street-facing windows and doors.
- Repair and repointing of masonry and architectural trim.
- Repair of architectural features and decoration, including in-kind replacement of elements deteriorated beyond repair.
- Repair or reconstruction of street-facing porches, porticos, stairs, balconies, and other projecting elements.
- Roof repair and replacement.
- Associated structural work necessary to accomplish such exterior repairs.

While any exterior work may be proposed, preference will be given for work that is visible from public streets, makes a significant difference in the appearance of the building, and retains original architectural features.

Grant funds may not be used for the following:

- Interior work (other than structural repairs necessary to complete exterior work), heating and air conditioning systems, plumbing, insulation, or solar panels.
- Building additions.
- Construction that has already been started or completed.
- Lobbying.
- To cover any expenses incurred prior to the grant award.
- To finance existing debt, including payment of taxes owed.
- For the same expenses that have already been reimbursed by a different grant from the Government of the District of Columbia.
- For personal use or other uses not related to the business identified in the grant.

C. Eligible Organizations

An organization that meets the following eligibility requirements at the time of application may apply:

- Represents the ownership of a multifamily property in condominium or cooperative ownership located in Washington, DC.
- The property is listed in the DC Inventory of Historic Sites, either as a historic landmark or contributing building within a historic district. Work on buildings that do not contribute to the character of a historic district is not eligible.
- At least 25 percent of the unit owners in the multifamily property qualify for a grant under the Targeted Homeowner Grant Program established pursuant to the Historic Landmark and Historic District Protection Act of 1978, as amended (D.C. Official Code Sec. 6-1110.02).
- Can provide a Certificate of Clean Hands to verify it is in good financial standing with the Government of the District of Columbia.
- Can comply with the Assurances and Certifications in Attachment A.

D. Award, Reporting, Invoicing, and Closeout

OP anticipates making one award for a project that meets the criteria outlined in this RFA. The RFA does not commit OP to make an award.

This grant will have the following reporting periods:

1. 90 days after funds are awarded
2. Every 60 days thereafter
3. 30 days after the project is complete

Additionally, during the grant period, the grantee shall be available to provide oral progress reports at the request of OP staff.

The grantee will be reimbursed for work performed, once properly invoiced by the grantee. OP reserves the right to consider making advance payments, when the grantee requests such payment and includes one or more line items on the invoice stating what the funds will be used for. For advance payments made, the grantee will be required to report on the spending of the funds. For reimbursement requests, the grantee shall include supporting documents (canceled checks, proof

of credit card payments, invoices, time sheets, etc.) documenting and verifying each cost to be reimbursed. The grantee must invoice for all grant funds by September 30, 2023.

To close out the grant, OP and the awardee shall agree that the project is complete and on the amount of grant funds spent. Once the project is complete, the grantee shall return to OP any funds advanced to the grantee but not spent.

E. Application Review & Awards

1. An application will not be evaluated if:
 - The application is received after the closing time and date.
 - The application package is not complete.
 - The application does not fall within the scope of the RFA (see Sections A and B above for more information).
2. OP reserves the right to allow an applicant to correct errors before the application is reviewed.
3. OP reserves the right to discuss modifications to a proposed project with an applicant and approve a project that differs from what is originally proposed by an applicant.
4. OP will use a review panel to score and rank applications and recommend an applicant for funding.
5. The final decision to award a grant to an applicant rests solely with OP.

F. Award Notification

The successful applicant will be notified via email. For the award, OP and the grantee will agree to a Grant Agreement that includes funding restrictions; programmatic, administrative, and other policy requirements; reporting documents including total budget along with the amount of grant funding for the program; assurances and certifications; and payment terms.

G. Submission Guidelines

Applications are due to OP no later than December 21, 2022, at 3:00 pm Eastern. Applications will be recorded upon receipt. Applications received after the deadline are disqualified and will not be forwarded to the review panel for consideration. Any additions or deletions to an application, unless requested, will not be accepted after the deadline. OP is not responsible for unreadable and/or out of order submissions.

All grant applications must be submitted only via email to edward.giefer@dc.gov.

H. Contact Person:

Edward Giefer, Associate Director of Operations
Office of Planning
Phone: 202-442-7629

Email: edward.giefer@dc.gov

I. Terms and Conditions

- Funding for this award is contingent on continued funding from the grantor. The RFA does not commit OP to make an award.
- OP reserves the right to accept or deny any or all applications if OP determines it is in the best interest of OP to do so. OP shall notify the applicant if it rejects that applicant's proposal. OP reserves the right to suspend or terminate an outstanding RFA.
- OP reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA.
- OP shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility.
- OP may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.
- The project scope of a grant award is subject to review and revision by OP. OP will review the scope to ensure that the proposed work meets historic preservation standards and the program objective for significant public benefit. OP reserves the right to enter into negotiations with an applicant to arrive at and adopt a firm funding amount or other revisions for the applicant's proposal that may result from negotiations.
- If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

SECTION II – PROPOSAL FORMAT

The proposal must be submitted within the following formatting specifications and settings:

A. Proposal Summary and Narrative (up to 4 pages)

Applicants shall provide the following:

- The specific maintenance, repair, or replacement work proposed
- Photographic documentation of the areas of proposed work and any available construction plans showing the proposed work
- Workplan and timeline for implementation, including staffing plan if necessary
- Details on partnerships, if applicable.
- Narrative on the project that addresses Criteria C and D from Section III below.

B. Budget Proposal

Applicants shall provide the following:

- The budget for this proposal shall contain detailed cost information, including one to three contractor estimates
- In this section the applicant shall describe the proposed expenditures, including the purpose or reason for the expenditure (materials and labor) and calculation of costs
- Any division of budget between the prime contractor and any subcontractors should be shown.

C. Additional application materials

Applicants shall use this section to provide technical materials and supporting documentation; however, it is not intended to be a continuation of the program narrative. Such items that shall be included with the proposal submission are listed below:

- Current list of Board members, with names, affiliation, and contact information
- List of resident owners indicating those eligible to qualify for a grant under OP's Targeted Historic Homeowner Grant program and showing eligible resident owners have been approved for a Targeted Historic Homeowner Grant or providing proof of income demonstrating eligibility
- Assurances and Certifications (Attachment A), filled out and signed
- Current copy of a Certificate of Clean Hands (<https://otr.cfo.dc.gov/page/certificate-clean-hands>)

SECTION III – SCORING OF APPLICATIONS

Scoring Criteria

Proposal submissions will be objectively reviewed against the following criteria, out of 100 points total:

Criterion A: Soundness of the Proposal

40 points

1. The description of the implementation of the project, including the work plan, is realistic based on the proposed time requirements.
2. Applicant clearly details the scope and cost of the work.
3. Applicant demonstrates an established organizational structure and its ability to administer the project and function as Lead Agency if a partnership is proposed.
4. Applicant demonstrates that the project meets historic preservation standards for compatibility with the character of the historic landmark or historic district.

Criterion B: Sound Fiscal Management and Budget

30 points

1. Applicant's budget with budget justification is clearly defined, reasonable, realistic, and time specific to achieve stated goals and objectives.
2. Applicant leverages partnerships with local businesses or preservation job training programs.

Criterion C: Public Impact of the Project

20 points

1. Applicant demonstrates how the project will provide a public benefit by preserving or enhancing the character of a historic landmark or district and/or surrounding community.

Criterion D: Diversity, Racial Equity and Inclusion

10 points

1. Applicant demonstrates ability to partner with, or leverage the support of, local businesses and/or preservation job training programs, particularly those that focus on Black, Indigenous and People of Color (BIPOC) communities.
2. Applicant demonstrates positive impact on the needs and interests of BIPOC communities and low/moderate income homeowners through their proposal. Supporting documents related to partnerships or collaboration are encouraged.

SECTION IV – ADMINISTRATIVE REQUIREMENTS

A. Certifications and Assurances

The applicant shall complete and return the Certifications and Assurances listed in Attachment A with the application submission.

B. Insurance

Before receiving any grant funds, the applicant must show proof of all required insurance coverage. See Attachment C – OP GRANT GENERAL TERMS AND CONDITIONS. Failure to provide such proof will result in the grant funds not being paid.

C. Audits

At any time before final payment and three years thereafter, the District may have the grantee's expenditure statements and source documentation audited.

D. Nondiscrimination in the Delivery of Services

In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under, any program activity receiving the Office of Planning funds.

The grantee shall comply with all applicable District and Federal statutes and regulations as may be amended from time to time including, but not limited to:

- The Americans with Disabilities Act of 1990
- The Hatch Act, Chap. 314
- The Occupational Safety and Health Act of 1970
- Lobbying Disclosure Act
- Drug Free Workplace of 1988; and
- District of Columbia Human Rights Act of ACT 1977 and DC Language Access Act of 2004

SECTION V – ATTACHMENTS

Attachment A– ASSURANCES AND CERTIFICATIONS

Applicants are required to disclose in a written statement, the truth of which is sworn or attested to by the applicant, whether the applicant, or where applicable, any of its officers, partners, principals, members, associates or key employees, within the last three years prior to the date of the application, has:

- Been indicted or had charges brought against them (if still pending) and/or been convicted of (a) any crime or offense arising directly or indirectly from the conduct of the applicant's organization or (b) any crime or offense involving financial misconduct or fraud, or been the subject of legal proceedings arising directly from the provision of services by the organization. If the response is in the affirmative, the applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and provide documentation of the circumstances.

Separately, applicants are required to submit the following Statement of Certification, signed by an individual grant recipient or, if an organization, by the duly authorized officer of the applicant organization, the truth of which is sworn or attested to by the applicant, which states:

- The individuals, by name, title, address, and phone number who are authorized to negotiate with OP on behalf of the organization:
 - List here
 - List here (as needed, or remove)
- That the applicant is able to maintain adequate files and records and can and will meet all reporting requirements;
- That all fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete and current at all times; and that these records will be made available for audit and inspection as required;
- That the applicant is current on payment of all federal and District taxes, including Unemployment Insurance taxes and Workers' Compensation premiums. This statement of certification shall be accompanied by a certificate from the District of Columbia OTR stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid taxes due to the District of Columbia (Clean Hands certificate), or is in compliance with any payment agreement with OTR;
- That the applicant has the demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative, performance and audit trail;

- That, if required by OP, the applicant is able to secure a bond, in an amount not less than the total amount of the funds awarded, against losses of money and other property caused by fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder, or trainee;
- That the applicant is not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 2 CFR 180, for prospective participants in primary covered transactions and is not proposed for debarment or presently debarred as a result of any actions by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or any other District contract regulating Agency;
- That the applicant has the financial resources and technical expertise necessary for the production, construction, equipment and facilities adequate to perform the grant or subgrant, or the ability to obtain them;
- That the applicant has the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing and reasonably expected commercial and governmental business commitments;
- That the applicant has a satisfactory record performing similar activities as detailed in the application or, if the grant award is intended to encourage the development and support of organizations without significant previous experience, that the applicant has otherwise established that it has the skills and resources necessary to perform the grant.
- That the applicant has a satisfactory record of integrity and business ethics;
- That the applicant has the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
- That the applicant is in compliance with the applicable District licensing and tax laws and regulations, including holding a business license from the Government of the District of Columbia;
- That the applicant complies with provisions of the Drug-Free Workplace Act; and
- That the applicant meets all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- That the applicant has read and agrees to abide by the terms and conditions in Attachment C – OP Grant General Terms and Conditions.

The grantee also agrees to indemnify, defend and hold harmless the Government of the District of Columbia and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant or subgrant from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

On behalf of Applicant:

1. I am authorized to submit this application and, if OP requests, to negotiate with OP 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 Assurance and Certification would not be true and correct without explanation, I attach an explanation and treat it as incorporated in the cited section.
2. I have read the RFA, including the incorporated Appendices. 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 Assurance and Certification 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 OP, 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 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.

Date:

Signature: _____

Name (printed):

Title:

Email address:

Phone number:

Applicant's Name:

Applicant's Address:

Attachment B – APPLICATION CHECKLIST

Applicants are required to follow the content requirements and submission instructions below. Please submit your proposal in the sequence listed here with clearly titled sections and sub-sections.

Applications will be considered incomplete if any part of any sections is missing.

- Proposal Narrative - make sure that your narrative covers the following:**
 - Proposal Summary
 - Summary of proposed project
 - Building address and photographs, showing the areas of the proposed work in detail
 - Any available construction plans showing the proposed work
 - Contractor scope of work
 - Objectives and expected outcomes
 - Workplan/timeline for implementation, including staffing plan
 - If applicable, details on partnerships
 - Narrative on the project that addresses Criteria C and D from Section III.
- Budget Proposal - make sure that your narrative covers the following:**
 - Summary of proposed expenditures, with justifications (1-3 contractor estimates).
- Other required Application Materials:**
 - Assurances and Certifications (Attachment A), filled out and signed
 - Current copy of a Certificate of Clean Hands (<https://otr.cfo.dc.gov/page/certificate-clean-hands>)

Attachment C – OP GRANT GENERAL TERMS AND CONDITIONS

1. This document

Each 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 Appendix D – OP Grant General Terms and Conditions (GT&C);
- b. The promises, certifications, assertions, and assurances made as part of the application in Appendix A – Assurances and Certifications; 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.

2. Order of precedence

In the event of inconsistency among the provisions of the OP 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, OP-approved amendment to the Grant Award Notice (GAN);
- b. The GAN;
- c. The OP Request for Applications (RFA), including all appendices; and
- d. The Grantee's submitted proposal.

3. Communications with this agency

- a. Communications shall be directed to OP office, or OP 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 OP.
- e. A notice shall be deemed timely delivered to OP only when written confirmation of receipt is provided by OP.

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 OP, unless OP 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 OP 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
- 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, OP 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 the OP 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. The OP 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 OP states the requirement in writing.

If OP 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 given on 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 OP modifies the period in writing ("end date").

10. Payment

- a. The Grantee will be reimbursed for work performed and expenses incurred.
- b. OP 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 OP 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:
 - i. 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);
 - ii. 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:
 - i. 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); and
 - ii. 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 OP 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. The sum of all monies paid to the Grantee pursuant to the grant award shall not exceed the total amount stated for the Grant.

- h. Notwithstanding the above, OP may withhold payment if OP determines that the Grantee has failed to comply with terms of the Grant.

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 www.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. Modifications of the grant, including extensions and increases

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

- a. Through an amendment, OP may increase or reduce the grant amount, change scope, and/or extend or reduce the grant period.
- b. If OP 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 OP notification. Typically, OP 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.

13. Contracts, subcontracts, or subgrants

- a. Nothing in the GAN shall be construed to create a contractual relationship between OP 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 review and approval by OP. The Grantee shall give OP advance notice of contracts, subcontracts, and subgrants enough time to allow OP 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. OP 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.

14. Establishing and managing subawards

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

- a. Ensure that all subaward agreements are in writing and address all elements for subaward agreements identified in the RFA and GAN.
- b. Ensure that the subawardees are aware that they are subject to all applicable terms, conditions, and requirements of the RFA, GAN, and appendices.
- c. 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.
- d. 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.

15. 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 OP 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.

16. 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 OP will require the Grantee to explain how it will seek to accommodate mobility-limited persons.

17. Safe work environment

The Grantee, and its contractors, subcontractors, or subgrantees, shall provide a safe work environment for work on OP -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.

18. 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.

19. Termination

The Grant, and the offer of the Grant, shall be subject to termination by OP:

- a. At any time, in whole or in part, for the convenience of the Government should OP 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 a grant remediation plan ordered by OP;
 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 OP written notice of termination due to:
1. Force majeure, as defined and described below; or
 2. Cause, as defined and described below.

20. Termination for force majeure or cause

- a. For force majeure OP may terminate the grant and the Grantee may seek certain reimbursement, as described in this section.
- b. For cause OP 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 the agency's termination of the grant, when OP determines that the Grantee has:
 - i. Failed to achieve the intended outputs within the time frame that has been approved;
 - ii. 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 OP determines could not have reasonably been anticipated or controlled, and includes:
 - i. Timely applying for a government permit or approval but not timely receiving same from the government agency;
 - ii. A change in applicable law;
 - iii. An unforeseen weather event;
 - iv. Organized labor strike or slowdown; and
 - v. 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.

21. Unspent funds

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

22. Grant fiscal performance review and remediation plan

- a. After eight (8) weeks of the Grantee's grant performance, OP may perform a complete grant fiscal compliance review to determine patterns and rates of expenditures.
- b. If OP identifies deficiencies, OP 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.

23. 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 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 OP 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 OP all information that the audit requires, including information from its contractors, subcontractors, subgrantees, and, as practicable, vendors.

- e. The Grantee shall, upon OP request, repay to OP a reimbursed expenditure that OP has disallowed after an audit.

24. Document retention for three years

- a. For three (3) years after the final OP 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 request by OP, the Grantee must be able to produce for review the documentation, including for OP 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 request by this agency 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.

25. 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 OP. The Grantee shall include an OP logo, which OP will provide.
- b. The Grantee shall follow OP Sign Design Guidelines and Publication Design Guidelines.
- c. If federal or other funds have been subgranted, and if OP requests, the Grantee must similarly acknowledge the funds' source.

26. Rights in data and other information

- a. OP 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 the agency's prior written consent.
- c. OP 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. OP 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. OP 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. OP 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 OP. 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, the agency'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 OP 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 OP, 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.

27. 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.

28. Insurance

The Grantee and its contractors shall be required to procure and maintain at their sole expense insurance satisfactory to the District of Columbia Office of Risk Management.

Insurance required may include general liability, automobile, workers' compensation, employer's liability, cyber liability, and commercial umbrella policies, among others.

29. Special provisions for certain programs or projects

Special provisions are written into the Request for Applications.

30. Requests for reconsideration of certain decisions

In certain limited circumstances OP 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.