

1 Appendix 3

2
3 Applicant’s Promises, Certifications, and Assurances
4 Made in Support of the Grant Application (“PCA”)
5
6

7 Each Applicant must agree in writing to comply with the following terms as a
8 requirement of the grant.
9

10
11 **Table of Contents**

12 **BEFORE the Grant.** [Page 3 of 22](#)

13
14 1. Applicant’s agreement to these terms [Page 3 of 22](#)

15
16 2. Order of precedence. [Page 3 of 22](#)

17
18 **BEFORE and DURING the Grant.** [Page 4 of 22](#)

19
20 3. Communications with DDOE [Page 4 of 22](#)

21
22 4. Applicant’s organizational capabilities. [Page 4 of 22](#)

23
24 5. Compliance as a continuing condition of eligibility. [Page 5 of 22](#)

25
26 6. Communication of a material change. [Page 5 of 22](#)

27
28 7. Contingent on available funding. [Page 5 of 22](#)

29
30 8. Federal funds: If bond required. [Page 6 of 22](#)

31
32 9. Applicant’s sworn statement that it is current on all District obligations. [Page 6 of 22](#)

33
34 10. Federal or District funds: Not suspended or debarred. [Page 6 of 22](#)

35
36 **DURING the Grant.** [Page 6 of 22](#)

37
38 11. Grant period. [Page 6 of 22](#)

39
40 12. Payment. [Page 7 of 22](#)

41
42 13. Tax liability. [Page 8 of 22](#)

43
44 14. Unethical conduct. [Page 9 of 22](#)

45
46 15. Big grant purchases, including equipment. [Page 9 of 22](#)

47
48 16. Dispute resolution. [Page 10 of 22](#)

49
50 17. Modifications, including extensions and increases. [Page 10 of 22](#)

51

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

1
2 18. Contracts, subcontracts, and/or sub-grants. [Page 11 of 22](#)
3
4 19. Entry onto a project site. [Page 11 of 22](#)
5
6 20. Facility requirements. [Page 11 of 22](#)
7
8 21. Unusual incident reporting. [Page 12 of 22](#)
9
10 **END Period and AFTER the Grant.** [Page 12 of 22](#)
11
12 22. Termination. [Page 12 of 22](#)
13
14 23. Termination for *force majeure* or cause. [Page 13 of 22](#)
15
16 24. Continuity of activities. [Page 14 of 22](#)
17
18 **CONTINUING Requirements.** [Page 15 of 22](#)
19
20 25. Grant fiscal performance review and remediation plan. [Page 15 of 22](#)
21
22 26. Accounting and audits. [Page 15 of 22](#)
23
24 27. Document retention for three years. [Page 16 of 22](#)
25
26 28. Attribution of funding. [Page 16 of 22](#)
27
28 29. Rights in data. [Page 17 of 22](#)
29
30 30. Indemnification. [Page 17 of 22](#)
31
32 31. Insurance. [Page 17 of 22](#)
33
34 **COMPLIANCE with Laws.** [Page 19 of 22](#)
35
36 32. Acknowledgment of applicable District and federal statutes and regulations. [Page 19 of 22](#)
37
38 **SIGNATURE of the Applicant.** [Page 22 of 22](#)
39
40

1
2 **BEFORE the Grant**
3

4 **1. Applicant's agreement to these terms**

5
6 This document, the PCA, contains terms that apply to the Application/Applicant and, if
7 awarded, to the Grant/Grantee. This document is incorporated into the Request for
8 Applications (RFA) and each notice of grant award. Some terms are assurances or
9 promises that certain matters are true and correct or that the applicant, if awarded a
10 grant, will do, or refrain from doing, certain things. Some terms are procedures that
11 must be followed. Some terms state the statutes, rules and regulations applicable to
12 the grant. Other terms describe conditions for the grant. The Applicant signifies its
13 agreement to the terms by signing.
14

15 The person applying for the Applicant must read the terms of this PCA, state that on
16 behalf of the Applicant, he or she understands them, and agrees to them. Specifically,
17 the person signing is stating on behalf of the Applicant that the Applicant agrees that it:
18

- 19 a. Is giving the stated assurances;
20
21 b. Certifies or promises as stated;
22
23 c. Has or will follow the terms, as stated; and
24
25 d. Agrees that the statutes, rules, regulations and industry practices stated apply to
26 it, unless non-applicability is obvious, as when the application is for non-federal
27 funds and the stated statute or rule by its terms applies only to federal funds, and
28 promises to follow them, as applicable.
29

30 If the Applicant does not or cannot agree to the terms, it should not apply or sign.
31

32 **2. Order of precedence**

33
34 In the event of inconsistency among the provisions of the documents governing the
35 grant, the inconsistency shall be resolved by giving precedence to the following
36 documents, including their attachments, in the following order:
37

- 38 a. The most recent written, DDOE-approved amendment to the Notice of Grant
39 Award;

- 1
- 2 b. The Notice of Grant Award;
- 3
- 4 c. The DDOE Request For Applications (“RFA”); and then
- 5
- 6 d. The Grantee's submitted Work Plan or Proposal.
- 7
- 8

9 **BEFORE and DURING the Grant**

10 **3. Communications with DDOE**

- 11
- 12
- 13 a. All communications to DDOE must be truthful. For matters for which the
- 14 Applicant lacks direct personal knowledge, the Applicant must undertake a
- 15 reasonable inquiry to determine if the Applicant’s statements are true and
- 16 correct.
- 17
- 18 b. The communication shall be directed to DDOE offices, or DDOE staff, as the
- 19 RFA states.
- 20
- 21 c. Reports and other submissions shall be directed to the Grant Administrator.
- 22
- 23 d. Reports may be electronically filed, as long as required signatures are scanned,
- 24 or otherwise reliably reproduced.
- 25
- 26 e. The Grantee shall maintain electronic mail (“email”) capabilities for
- 27 communication with DDOE.
- 28
- 29

30 **4. Applicant’s organizational capabilities**

31 The Applicant promises that it has:

- 32
- 33
- 34 a. The financial resources and technical expertise necessary for producing,
- 35 constructing, equipping and maintaining as proposed for the grant, or the ability
- 36 to obtain them in advance of performing the proposed matters;
- 37
- 38 b. The ability to comply with the proposed delivery or performance schedule, taking
- 39 into consideration all other existing and reasonably expected organizational
- 40 commitments;
- 41

- 1 c. A satisfactory record performing activities similar to those proposed or, if the
2 grant award is intended to encourage the development and support of
3 organizations without significant previous experience, the skills and resources
4 necessary to perform as proposed; and
5
6 d. A record of integrity and business ethics, and the intent to perform with integrity
7 and ethically.
8

9 **5. Compliance as a continuing condition of eligibility**

10
11 The Applicant must continue to comply with these terms during the grant period, if
12 awarded a grant. If, as a Grantee, the Applicant fails to comply with the terms and
13 conditions of this award, DDOE may terminate, take other corrective action, or initiate
14 dispute resolution.
15

16 **6. Communication of a material change**

17
18 The Applicant and the Grantee shall advise DDOE immediately orally or in writing, and
19 thereafter immediately in writing, if:

- 20
21 a. A material condition of the Application or performance of the grant has changed.
22 A material condition includes: the loss of a staff member proposed as a principal;
23 the lack of funds to pay bills incurred for the grant's activities; the expenditure of
24 granted funds for non-granted activities, materials or supplies; or a change in the
25 Applicant's governance; or
26
27 b. The Grantee's insurance coverage has been reduced, or the Grantee has been
28 notified of a cancellation in whole or in part of the insurance.
29

30 **7. Contingent on available funding**

31
32 The grant, and DDOE's providing the funds pursuant to the Notice of Grant Award, are
33 subject to the availability of funding from the sources identified in the RFA for the
34 particular grant opportunity or project.
35

1 **8. Federal funds: If bond required**

2
3 A bond is not required of the Grantee unless DDOE states in writing. If DDOE does
4 require a bond the Applicant, before accepting the grant, must secure the bond in an
5 amount not less than the total amount of the funds awarded, against losses of money
6 and other property caused by fraudulent or dishonest act committed by an employee,
7 board member, officer, partner, shareholder, or trainee.
8

9 **9. Applicant's sworn statement that it is current on all**
10 **District obligations**

11
12 The Applicant is current on all obligations outstanding to the District, including the
13 District's agencies. This statement's use of "current" means that this status is true as of
14 the date of the application and that, as a condition of continuing eligibility for the grant
15 which the Applicant has sought, the Applicant, as a grantee, will stay current on such
16 obligations during the period of the grant.
17

18 **10. Federal or District funds: Not suspended or debarred**

19
20 Applicant states that neither the Applicant nor a member of its governing board is:

- 21
22 a. Proposed for debarment or is presently debarred, suspended, or declared
23 ineligible, as required by Executive Order 12549, "Debarment and Suspension,"
24 and implemented by 2 CFR 180, for prospective participants in primary covered
25 transactions; and
26
27 b. Proposed for debarment or presently debarred as a result of any actions by the
28 District of Columbia Contract Appeals Board, the Office of Contracting and
29 Procurement, or any other District contract regulating agency.
30
31

32 **DURING the Grant**

33 **11. Grant period**

- 34
35 a. The period of this grant shall begin on the date on which DDOE notifies the
36 Applicant of the complete execution and DDOE approval of the award of the

1 grant (“begin date”), typically through a “Notice of Grant Award.”

- 2
- 3 b. On and after the begin date DDOE’s terms and other documents apply to the
- 4 Applicant as “Grantee.”
- 5
- 6 c. The period of the grant shall end on the date stated in the Notice of Grant Award,
- 7 unless DDOE modifies it in writing (“end date”).
- 8

9 **12. Payment**

- 10
- 11 a. The Grantee will be reimbursed for work performed and expenses incurred.
- 12
- 13 b. DDOE will not reimburse for grant-related expenditures made before the begin
- 14 date.
- 15
- 16 c. The Grantee may submit its invoices for grant-related reimbursement as it finds
- 17 convenient.
- 18
- 19 d. The Grantee’s reimbursement request must include a signed invoice, on
- 20 organization letterhead and supporting documentation. Supporting
- 21 documentation must include:
- 22
- 23 i. For employee labor: For the relevant period, a copy of the payroll register,
- 24 official time sheet or time card/s must be signed by the relevant
- 25 supervisor. Payroll information must show employee name, title, hours
- 26 worked that are charged to this grant, and pay rate for the period; and
- 27
- 28 ii. For other expenditures: Expenditures must be supported by invoices or
- 29 receipts. If consultant invoices are submitted, they must include
- 30 supporting payroll information.
- 31
- 32 e. In some circumstances DDOE may require documents supporting an accounting
- 33 entry before releasing payment. Such information may include:
- 34
- 35 i. General ledger screen shots or excerpts, showing paid bills or
- 36 expenditures;
- 37
- 38 ii. Copies of canceled checks or bank statements of electronic transfers;
- 39
- 40 iii. Statements from contractor, subcontractor and vendors that their bills
- 41 have been paid; or

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

- 1 iv. Reports of on-site inspections or audits.
- 2
- 3 f. In limited circumstances, and at DDOE's discretion, DDOE may provide a portion
- 4 of grant funds for the Grantee's start-up costs.
- 5
- 6 i. The Applicant should request such funding in its proposal.
- 7
- 8 ii. As a condition for further grant payments, the Grantee must, within the
- 9 first quarter of the grant period, submit to DDOE documentation showing
- 10 evidence of expenditures using the start-up funds.
- 11
- 12 g. DDOE will withhold the final ten percent (10%) of the grant funds until all
- 13 activities have been completed, including the Grantee's submission of the final
- 14 report.
- 15
- 16 h. The sum of all monies paid to the Grantee pursuant to the Notice of Grant Award
- 17 shall not exceed the total amount stated.
- 18
- 19 i. Notwithstanding the above, DDOE may withhold payment if DDOE determines
- 20 that the Grantee has failed to comply with terms of the Notice of Grant Award.
- 21

22 **13. Tax liability**

23
24 With respect to payments made payable to the Grantee, the Grantee:

- 25
- 26 a. Is solely responsible for taxes owed, if any, to a taxing authority, whether federal,
- 27 state or local;
- 28
- 29 b. Agrees to defend, indemnify and hold harmless the District with respect to
- 30 liability to a taxing authority, whether federal, state or local; and
- 31
- 32 c. Agrees to ensure that each of its subcontractors and sub-grantees agrees to
- 33 and/or understands that they are also subject to the tax-related requirements of
- 34 this paragraph. In the contract or subgrant each contractor, subcontractor, or
- 35 sub-grantee, must agree to defend, indemnify and hold harmless the District with
- 36 respect to liability to any taxing authority, whether federal, state or local, arising
- 37 from payments contemplated by the Notice of Grant Award.
- 38

1 **14. Unethical conduct**

2
3 The Applicant and Grantee shall avoid unethical conduct with respect to securing and
4 administering grants, with ethical conduct to be measured against the provisions of the
5 District of Columbia Ethics Manual (Dec. 6, 2012), as discussed at www.bega.dc.gov.
6 In particular, the Applicant and Grantee shall avoid apparent and actual conflicts of
7 interest, contributing to a violation of the District’s restrictions on gifts to District
8 personnel, and to a violation of the two-year ban on District personnel taking certain
9 actions regarding “particular matters.”
10

11 **15. Big grant purchases, including equipment**

- 12
13 a. The Grantee shall refrain from purchasing with grant funds equipment or supplies
14 exceeding \$5,000 per unit cost (“Big Grant Purchase”), which are unreasonable
15 or would violate ethics rules if undertaken by DDOE itself, without DDOE’s
16 written agreement.
17
18 b. For each Big Grant Purchase, the Grantee shall give advance written notice to
19 DDOE to allow DDOE to approve or disallow the purchase. Identification of the
20 Big Grant Purchase in a proposal which DDOE approves shall constitute
21 approval of the Big Grant Purchase.
22
23 c. If not identified in the proposal, this advance notice shall be given four (4) weeks
24 in advance of the commitment to purchase. DDOE may waive this time period
25 for good cause.
26
27 d. For all Big Grant Purchases the Grantee shall maintain an inventory (“Big Grant
28 Purchase Inventory”) showing:
29
30 i. Purchase price;
31
32 ii. Grant number;
33
34 iii. Name of item;
35
36 iv. Manufacturer's name;
37
38 v. Serial number (if applicable);
39
40 vi. Acquisition history (purchase order, invoice, packing slip);

- 1
2 vii. Guarantee or warranty lapse date;
3
4 viii. Storage location;
5
6 ix. Unit price; and
7
8 x. Additional costs (if any) for transportation, installation, and taxes, each as
9 a separate item.
10
11 e. The Big Grant Purchase Inventory shall be updated annually, or at the expiration
12 of the grant period, whichever occurs first.
13
14 f. DDOE may inspect and reclaim all or part of the inventoried equipment within
15 twelve (12) weeks of the expiration of the grant.
16

17 **16. Dispute resolution**

- 18
19 a. A dispute shall in the first instance be addressed for resolution by the Grantee's
20 chief official and the DDOE Grant Administrator within seven (7) days of their
21 receipt of a notice of the dispute; and
22
23 b. If the dispute still is not resolved, then the Director of DDOE shall resolve the
24 dispute. The decision of the DDOE Director shall be final and binding upon the
25 parties.
26

27 **17. Modifications, including extensions and increases**

28
29 The terms and conditions of the grant may be modified only upon prior written approval
30 of DDOE. The modification shall take the form of an amendment to the Notice of Grant
31 Award.
32

- 33 a. Through an amendment DDOE may increase or reduce the grant amount or
34 extend or reduce the grant period.
35
36 b. If DDOE notifies the Grantee of the availability of an increase or extension the
37 Grantee must apply for an extension or increase in writing according to the
38 notification. Typically DDOE requires an application to amend a grant period by
39 eight (8) weeks in advance of the grant's then-current end date. The application
40 must justify the amendment, including a presentation of scope, schedule,

1 description of proposed outcomes, and budget.
2

3 **18. Contracts, subcontracts, and/or sub-grants**

- 4
- 5 a. Nothing contained in the Notice of Grant Award shall be construed to create a
6 contractual relationship between DDOE and Grantee's contractor, subcontractor,
7 sub-grantee, or vendor.
8
- 9 b. Any grant-related work or activity which is contracted, subcontracted, or sub-
10 granted, shall be subject to DDOE's review and approval. Grantee shall give
11 DDOE sufficient advance notice to allow DDOE to determine whether its
12 approval is needed, and, if so, whether the approval must come before the
13 Grantee's execution of a contract or subgrant.
14
- 15 c. The Grantee's contract or sub-grant shall specify that the contractor or
16 subgrantee, and its contractors, subcontractors, or sub-grantees, shall be subject
17 to the Notice of Grant Award.
18
- 19 d. For Big Grant Purchases or installations of an aggregate value of over \$5,000,
20 the Grantee shall secure warranties on materials and labor for at least two (2)
21 years. DDOE may waive this requirement in writing for demonstration or
22 research grants.
23
- 24 e. If the Grantee, its contractors, subcontractors, or subgrantees disturbs work
25 guaranteed under another District contract or grant, the Grantee shall be
26 responsible to restore the disturbed work to a condition comparable to its original
27 condition, and warranty such restored work, or to pay the District for the damage.
28

29 **19. Entry onto a project site**

30

31 The Grantee shall secure from the relevant property owners permission in writing for
32 DDOE to have access to a project site/s at reasonable times to inspect the work
33 performed by the Grantee, its contractor, subcontractor, sub-grantee, or vendor. The
34 Grantee shall obtain the written consent in advance of performing the work.
35

36 **20. Facility requirements**

- 37
- 38 a. Compliance with applicable regulations: If a facility which Grantee controls is

1 used during the performance of this agreement, it shall meet all applicable
2 federal, state, and local regulations for the intended use. Such a facility includes
3 an office, training room, storage yard, or staging area.
4

5 b. Emergency backup site: With respect to such a facility, the Grantee shall identify
6 an emergency site facility to finish the activities of the grant in the event that the
7 primary facility becomes unavailable for use due to a catastrophic event.
8

9 c. Handicapped access: Each facility that the Grantee controls that is offered for
10 the provision of activities under this agreement shall be accessible to mobility-
11 limited persons, consistent with the Rehabilitation of the Handicapped Act, P.L.
12 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336.
13 This means that if a facility is not required under either act to be modified, the
14 Grantee need not modify it. However, DDOE will require the Grantee to explain
15 how it will seek to accommodate such persons.
16

17 **21. Unusual incident reporting**

18
19 The Grantee shall report each unusual incident involving or affecting the activities of the
20 Application or the Grantee's performance of the Notice of Grant Award to the Grant
21 Administrator within 24 hours of the incident, or its learning of the incident. This initial
22 report may be oral or in writing (typically by email). The Grantee shall also communicate
23 a full description in writing within five (5) days after the initial report.
24

25 An unusual incident is an event which is significantly different from the regular routine or
26 established procedure. It may include an injury, traffic accident, theft, or the firing or
27 resignation of a principal staff member or contractor identified in the Application.
28
29

30 **END Period and AFTER the Grant**

31 **22. Termination**

32
33 The grant shall be subject to DDOE's termination:
34

35 a. At any time, in whole or in part, for the convenience of the Government should
36 DDOE determine that such termination is in the best interest of the public or the
37 Government;
38

39 b. Immediately for:

- 1 i. Lack of funding;
- 2
- 3 ii. Failure of the Grantee to follow District or applicable federal law, including
- 4 statutes, rules and regulations;
- 5
- 6 iii. Failure of the Grantee to carry out DDOE's ordered grant remediation
- 7 plan;
- 8
- 9 iv. Fraud; or
- 10
- 11 c. Fourteen (14) calendar days after the Grantee receives from DDOE written
- 12 notice of termination due to:
- 13
- 14 i. Cause, as defined and described below; or
- 15
- 16 ii. *Force majeure*, as defined and described below.
- 17

18 **23. Termination for *force majeure* or cause**

- 19
- 20 a. For *force majeure* DDOE may terminate the grant and the Grantee may seek
- 21 certain reimbursement, as described in this section.
- 22
- 23 b. For cause DDOE may terminate the grant, but the Grantee may not receive the
- 24 reimbursement allowed for termination on the basis of *force majeure*.
- 25
- 26 c. Cause and *force majeure* defined:
- 27
- 28 i. Cause is a basis for DDOE's termination of the grant, when DDOE
- 29 determines that the Grantee has:
- 30
- 31 (1) Failed to achieve the intended outputs within the time frame which
- 32 had been proposed and approved;
- 33
- 34 (2) Performed incompetently; or
- 35
- 36 (3) Performed recklessly.
- 37
- 38 ii. *Force majeure* is a condition or occurrence which provides a valid excuse
- 39 to failure to perform within the time frame of the grant, an unexpected and
- 40 disruptive event which DDOE determines could not have reasonably been
- 41 anticipated or controlled, and includes:

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

- 1 (1) Timely applying for a government permit or approval but not timely
- 2 receiving same from the government agency;
- 3
- 4 (2) A change in applicable law;
- 5
- 6 (3) An unforeseen weather event;
- 7
- 8 (4) Organized labor strike or slowdown; and
- 9
- 10 (5) Refusal of a necessary third party to approve, agree or participate
- 11 following the Grantee's reasonable attempts to secure same.
- 12
- 13 d. The Grantee may not invoke *force majeure* as an excuse for poor planning,
- 14 failure to accommodate foreseeable delays by suppliers, or the Grantee's failure
- 15 to manage its own resources.
- 16
- 17 e. For *force majeure* the Grantee may seek reimbursement for otherwise-
- 18 reimbursable expenditures incurred up to the date of termination, as well as
- 19 reasonable costs incurred for demobilization.
- 20

21 **24. Continuity of activities**

22
23 As a condition of acceptance of the grant, the Grantee agrees that:

- 24 a. It will cooperate to enable a smooth transition to another grantee if:
- 25
- 26 i. DDOE determines that the grant period will end without the grant activities
- 27 having been completed;
- 28
- 29 ii. DDOE notifies the Grantee; and
- 30
- 31 iii. DDOE identifies as successor another grantee or DDOE staff to finish the
- 32 activities.
- 33
- 34
- 35 b. The Grantee's cooperation shall include:
- 36
- 37 i. Identification, and offer to transfer ownership, of Big Purchase Equipment;
- 38 and
- 39
- 40 ii. Preparation of a transitional plan for DDOE review by a DDOE-specified
- 41 date prior to the grant period end date.

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CONTINUING Requirements

25. Grant fiscal performance review and remediation plan

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

26. Accounting and audits

- a. The Grantee shall maintain an accounting system that:
 - i. Conforms to generally accepted accounting principles;
 - ii. Permits an audit of all income and expenditures received or disbursed by the Grantee during performance of the activities approved for the grant; and
 - iii. 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, upon request, in the inspection and provision of financial records relevant to the grant, including financial statements and tax returns. DDOE may require that the Grantee seek to obtain such assistance from each vendor of a Big Grant Purchase.
- c. At any time before final payment on this grant and for three (3) years thereafter,

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

1 DDOE may audit the Grantee, its contractors, subcontractors, or subgrantees.
2 DDOE may, during this period, seek to audit vendors of Big Grant Purchases. If
3 federal funds have been granted, or sub-granted, a federal agency may
4 undertake such audits.

- 5
- 6 d. If the Grantee, or any one of its contractors, subcontractors, or subgrantees,
7 expends an aggregate of \$500,000 or more from federal sources in a calendar
8 year, it shall obtain an independent audit of program expenditures in accordance
9 with OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit
10 Organizations." The Grantee, its contractors and/or subcontractors shall comply
11 with this circular. A copy of the audit findings and audit report shall be submitted
12 to the Grant Administrator no later than 30 days from the issuance of the audit
13 findings.
- 14
- 15 e. If a federal agency undertakes an audit of the Grantee, in connection with the
16 grant, the Grantee shall make available to DDOE all information that the audit
17 required, including information from its contractors, subcontractors, vendors, or
18 subgrantees.
- 19
- 20 f. The Grantee shall, upon DDOE request, repay to DDOE a reimbursed
21 expenditure which DDOE has disallowed after an audit.
22

23 **27. Document retention for three years**

24

25 For three (3) years after the final DDOE payment of the grant, the Grantee, must
26 maintain complete documentation of the grant activities, including financial records and
27 other documents supporting accounting entries. The Grantee must be able to produce
28 for review the documentation upon DDOE's request, including for DDOE audit or, if
29 applicable, federal audit.
30

31 **28. Attribution of funding**

- 32
- 33 a. When communicating in writing (including in signage, on garments, and
34 electronically) about the activity or project which the grant funds, the Grantee
35 must identify publicly the support of DDOE. The Grantee shall include a DDOE
36 logo which DDOE provides.
- 37
- 38 b. The Grantee shall follow DDOE Sign Design Guidelines and Publication Design
39 Guidelines.
40

- 1 c. If federal or other funds have been sub-granted, and if requested, the Grantee
2 must similarly acknowledge the funds' source.
3

4 **29. Rights in data**

- 5
6 a. DDOE retains ownership of all data produced pursuant to this grant, including the
7 data of persons surveyed, interviewed, or counted.
8
9 b. To ensure the protection of persons' confidentiality and compliance with District
10 of Columbia law and policies regarding confidentiality, the Grantee may not
11 publish scientific or technical articles based on these data and/or information
12 without DDOE's prior written consent.
13
14 c. DDOE shall not unreasonably withhold consent to the Grantee's request for a
15 nonexclusive license to use the data, including for publication in professional and
16 scientific journals and meetings.
17

18 **30. Indemnification**

19
20 Unless prohibited by law, the Grantee agrees to indemnify, defend, and hold harmless
21 the District of Columbia from any and all claims which are in any way connected to this
22 grant. Unless prohibited by law, the Grantee promises to require its principal
23 contractors, subcontractors, sub-grantees and/or vendors for this grant to do the same.
24

25 **31. Insurance**

26
27 Unless DDOE waives in writing, the following are conditions to receipt of funds under
28 the grant:
29

- 30 a. The Grantee shall obtain the minimum insurance coverage set forth below and
31 keep such insurance in force throughout the grant period:
32
33 i. Commercial General Liability Insurance: one million dollars (\$1,000,000)
34 limit per occurrence, with the District added as additional insured;
35
36 ii. Automobile Liability Insurance: one million dollars (\$1,000,000) per
37 occurrence combined single unit;
38

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

- 1 iii. Workers' Compensation Insurance according to the statutes of the District
2 of Columbia, including Employer's Liability of at least:
3
4 (1) One hundred thousand dollars (\$100,000) per accident for injury;
5
6 (2) Five hundred thousand dollars (\$500,000) per employee for
7 disease; and
8
9 (3) Five hundred thousand dollars (\$500,000) policy limit for disease;
10
11 iv. Umbrella/Excess Liability Insurance: two million dollars (\$2,000,000) limit
12 per occurrence; and
13
14 v. Professional Liability Insurance: one million dollars (\$1,000,000) limit per
15 claim; and
16
17 b. For each project conducted on federal property:
18
19 i. The Grantee and its sub-grantees must procure public and employee
20 liability insurance from responsible companies with a minimum limitation
21 which is the greater of:
22
23 (1) One million dollars (\$1,000,000) per person for any one claim, and
24 an aggregate limit of three million dollars (\$3,000,000) for any
25 number of claims arising from any one incident; or
26
27 (2) The minimum required by law, if any;
28
29 ii. The United States of America must be named as an additional insured on
30 each such policy;
31
32 iii. Each such policy shall specify that the insured shall have no right of
33 subrogation against the United States for payments of any premiums or
34 deductibles thereunder; and
35
36 iv. Each such policy shall be obtained by the insured, be for the account of
37 the insured, and be at the insured's sole risk.
38
39 c. The insurance policies obtained by the Grantee shall:
40
41 i. Be written with companies licensed by the state in which the Grantee's
42 principal offices are located or by the District of Columbia;

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

- 1 ii. Provide for at least thirty (30) days' written notice to DDOE prior to their
2 termination or material alteration; and
- 3
- 4 iii. Be financially responsible, with either an A.M. Best Company financial
5 strength and financial size category rating of A-VIII or higher, a Standard &
6 Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
- 7
- 8 d. The Grantee shall require each grant-related subcontractor to carry the insurance
9 required herein, or the Grantee may, at its option, provide the coverage for a
10 subcontractor.
- 11
- 12 e. Unless otherwise prohibited by law, each policy (excluding Workers'
13 Compensation and Professional Liability, if applicable) shall:
14
- 15 i. Name the District as an additional insured with respect to work or services
16 performed under the grant or subgrant;
- 17
- 18 ii. Provide that the insurance coverage provided thereunder will be primary
19 and noncontributory with any other applicable insurance; and
- 20
- 21 iii. Contain a waiver of subrogation in favor of the District of Columbia.
- 22
- 23 f. The Grantee may submit a Certificate of Insurance giving evidence of the
24 required coverage either before or after the grant award, but DDOE must receive
25 it before DDOE makes a payment of grant funds.
- 26
- 27

28 **COMPLIANCE with Laws**

29 **32. Acknowledgment of applicable District and federal**
30 **statutes and regulations**

31 The Applicant and the Grantee shall comply with all applicable District and federal
32 statutes and regulations, as they may have been amended from time to time, including:

- 33 a. The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990; 104
34 Stat. 327 (42 U.S.C. 12101 *et seq.*);
- 35
- 36 b. Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973; 87 Stat. 355 (29
37 U.S.C. 701 *et seq.*);
- 38
- 39
- 40

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

- 1 c. The Hatch Act, ch. 314, 24 Stat. 440 (7 U.S.C. 361a *et seq.*);
2
3 d. The Fair Labor Standards Act, ch. 676, 52 Stat. 1060 (29 U.S.C.201 *et seq.*);
4
5 e. The Clean Air Act (Subgrants over \$100,000), Pub. L. 108-201, February 24,
6 2004; 42 USC ch. 85 *et seq.*);
7
8 f. The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970;
9 84 Stat. 1590 (26 U.S.C. 651 *et seq.*);
10
11 g. The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (*see* 18 U.S.C. § 1951);
12
13 h. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963; 77 Stat.56 (29 U.S.C. 201);
14
15 i. Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975; 89 Stat. 728 (42
16 U.S.C. 6101 *et seq.*);
17
18 j. Age Discrimination in Employment Act, Pub. L. 90-202, Dec. 15, 1967; 81 Stat.
19 602 (29 U.S.C. 621 *et seq.*);
20
21 k. Military Selective Service Act of 1973;
22
23 l. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972;
24 86 Stat. 235, (20 U.S.C. 1001);
25
26 m. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986; 100
27 Stat. 3359, (8 U.S.C. 1101);
28
29 n. Executive Order 12459 (Debarment, Suspension and Exclusion);
30
31 o. Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C.
32 6381 *et seq.*);
33
34 p. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C.
35 701 *et seq.*). Specifically, the Grantee shall no later than thirty (30) calendar
36 days after the grant award (unless a longer period is agreed to in writing):
37
38 (1) Publish a statement notifying employees that the unlawful
39 manufacture, distribution, dispensing, possession or use of a
40 controlled substance is prohibited in the Grantee's workplace and
41 specifying the actions that will be taken against employees for
42 violations of such prohibition;

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

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- (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;

- q. Assurance of Nondiscrimination and Equal Opportunity, found in 29 CFR 34.20;
- r. District of Columbia Human Rights Act of 1977 (D.C. Official Code § 2-1401.01 *et seq.*);
- s. Title VI of the Civil Rights Act of 1964;
- t. District of Columbia Language Access Act of 2004, DC Law 15 - 414 (D.C. Official Code § 2-1931 *et seq.*);
- u. Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995; 109 Stat. 693, (31 U.S.C. 1352); and
- v. 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.*)(CYSHA). In accordance with the CYSHA any person who may, pursuant to the grant, potentially work directly with any child (meaning a person younger than age thirteen (13)), or any youth (meaning a person between the ages of thirteen (13) and seventeen (17) years, inclusive) shall complete a background check that meets the requirements of the District's Department of Human Resources.

Promises, Certifications and Assurances
for Grant Application (rev. 2013-03-22)

1
2 **SIGNATURE of the Applicant**

3
4 1. I am authorized to submit this application and, if DDOE requests, to negotiate with
5 DDOE on behalf of the organization identified below ("the Applicant").
6

7 2. On behalf of the Applicant, I have read this document, "Promises, Certifications and
8 Assurances" ("PCA"), which is incorporated by reference in the Request for Applications
9 ("RFA") and each subsequent grant award. I understand this PCA and agree and
10 promise as stated in each of the promises, certifications, and assurances of the
11 document.
12

13 3. I agree and promise to DDOE, and, if the funding for the grant for which the Applicant
14 applies comes from another funder, including the US Government or a nonprofit
15 organization, I agree, promise and give assurances to such funder as well.
16

17 4. I understand that my agreement, promise and giving of assurances is a condition of
18 Applicant's securing the grant applied for.
19

20 3. I agree and promise as though sworn under oath. Or, if barred by faith or custom
21 from swearing under oath, I attest to the truth of the foregoing and my organization's
22 intent to observe them.
23

24
25 Date:
26
27
28

29 _____
Signature

30
31 Print/type name:

32 Title:
33

34 Email:

35 Phone:
36

37 Applicant's name:

38 Address:
39

40 (A copy of the table of contents pages and this signed page is to be provided to DDOE.)
41

42 Filename: 0 App 3 Applicant's Promises Certifications and Assurances PCA.wpd
43 This form's revision date: 2013/03/22