

# Appendix 1 – General Terms and Conditions

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## **1. This document**

Each of the person or entity applying for the grant (Applicant) advertised in the Request for Applications (RFA), the successful Applicant (Grantee), and a sub-recipient of funds under the grant provided in response to applications under the RFA (the Grant), is subject to and must comply with applicable general terms and conditions outlined below in this General Terms and Conditions (GT&C). These terms and conditions are in addition to the promises, certifications, assertions, and assurances made as part of the application, Appendix 2, the PCA, and the terms, conditions, or restrictions in the Grant award document. 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 DOEE grant documents governing the grant, the inconsistency shall be resolved by giving precedence to the following documents, including their attachments, in the following order:

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

## **3. Communications with DOEE**

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

receipt is provided by DOEE.

#### **4. Grant match: Projection and documentation**

When documentation of a grant match is required:

- a. In support of an application, the applicant must provide a basic budget that shows unit rates and quantities, as with hours worked, square feet used, or miles driven; and
- b. In support of an award, the Grantee must provide the following, which must be acceptable to DOEE, unless DOEE revises or waives the requirement in writing:
  - (1) Documentation for salary and items purchased in the same form as required in Section 9 of this document.
  - (2) Documentation of in-kind match, including detail for volunteers. Volunteer hours provided to the Grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Grantee organization. If the Grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. Donated space, as for a meeting or event, may be valued according to a written statement from a property's owner or manager. Donated vehicle use may be valued as provided for reimbursement of travel.

#### **5. Communication of a material change**

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

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

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

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

## **7. Grant award contingent on available funding**

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

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

## **8. Bonding Requirements**

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

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

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

## **9. Grant period**

The period of this Grant shall begin on the date on which DOEE notifies the Applicant of the complete execution and DOEE approval of the award of the Grant (“begin date”), typically given through a GAN. On and after the begin date DOEE’s terms and other documents, including the terms of the RFA and the documents it incorporates, apply to the Applicant as “Grantee.”

The period of the Grant shall end on the date stated in the Grant award, unless DOEE modifies it in writing. (“end date”)

## **10. Payment**

- a. The Grantee will be reimbursed for work performed and expenses incurred.
- b. DOEE will not reimburse the Grantee for grant-related expenditures made before the begin date.
- c. The Grantee may submit its invoices for grant-related reimbursement as it finds convenient. Invoices must be submitted in an electronic format through the DC Vendor Portal. The DC Vendor Portal is an online system that allows the vendor/contractor to create and submit invoices by selecting the applicable purchase order number which is listed on the Contractor/Grantee’s profile. All vendors must be registered in the portal

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prior to invoice submission. The vendor portal website is [www.vendorportal.dc.gov](http://www.vendorportal.dc.gov). Please log onto the portal site for further details and instructions. The grantee must inform the agency's point of contact if there are any objections or limitations with the use of the site prior to acceptance of the grant agreement/contract award.

- d. The Grantee's reimbursement request must include a signed invoice, on organization letterhead, with federal tax identification number and supporting documentation. The submittal to DOEE must include:
  - (1) For employee labor: For the relevant period, a payroll report, with information drawn from an official book or record, like a payroll register, official time sheet or time card/s, approved by a Grantee representative.
  - (2) For contractor expenditures: Expenditures must be supported by invoices. Contractor invoices must rest on information drawn from an official book or record.
  - (3) For other expenditures: Expenditures must be supported by invoices or receipts.
- e. The Grantee must keep backup documentation, to show:
  - (1) For Grantee:
    - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to this grant, and pay rate for the period (typically like a payroll register, official time sheet or time card/s);
    - (b) For non-labor: invoices and receipts that identify or describe the invoiced item, showing quantity, rate or price, and for procured items including contractor and sub-grantee invoices, proof of payment.
  - (2) For Grantee's contractor or sub-grantee:
    - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to this grant, and pay rate for the period (typically like a payroll register, official time sheet or time card/s); and
    - (b) For non-labor: invoices and receipts that identify or describe the invoiced item, showing quantity, rate or price, and for procured items, proof of payment.
- f. In some circumstances DOEE may require documents supporting an accounting entry before releasing payment. Such information may include:

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- (1) General ledger screen shots or excerpts, showing paid bills or expenditures;
  - (2) Copies of canceled checks or bank statements of electronic transfers;
  - (3) Statements from contractor, subcontractor and vendors that their bills have been paid; or
  - (4) Reports of on-site inspections or audits.
- g. In limited circumstances, and at DOEE's sole discretion according to its policy, DOEE may provide a portion of grant funds for the Grantee's start-up costs as an advance.
- (1) The Grantee must have requested such funding in its proposal filed in response to the RFA.
  - (2) Advance payments shall not exceed the lesser of 25% of the grant award or \$100,000. Exceptional cases that may justify a greater amount, such as for the purchase of equipment, require the written approval of the Department's Director. The advance funds shall be spent by the grantee within the DC Government fiscal year during which the advance is made. The Grantee must submit to DOEE documentation showing evidence of expenditures using the advance.
- h. DOEE will withhold the final reimbursement payment equal to the amount advanced or up to ten percent (10%) of the grant award (whichever is higher) until all activities have been completed, including the Grantee's submission of the final report.
- i. The sum of all monies paid to the Grantee pursuant to the grant award shall not exceed the total amount stated.
- j. Notwithstanding the above, DOEE may withhold payment if DOEE determines that the Grantee has failed to comply with terms of the grant award.

### **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](http://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 this 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. 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 this grant except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value.
- e. If the Grantee is a natural person, he or she shall not participate in the selection, award, or administration of funds from this grant if a real or apparent conflict of interest would be involved. This prohibition also applies to a Grantee's employee, officer, or agent. An example of a conflict would be when the Grantee makes a decision to employ, or buy from, a person or entity in which he or she, or a member of his or her immediate family, including a domestic partner, has an employment or financial interest.

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

- a. The Grantee shall not purchase with grant funds equipment or supplies exceeding \$5,000 per unit cost (“Big Grant Purchase”) without DOEE’s written agreement.
- b. For each Big Grant Purchase, the Grantee shall give advance written notice to DOEE to allow DOEE to approve or disallow the purchase.
- c. Identification of a Big Grant Purchase in a DOEE-approved proposal constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DOEE-approved proposal, advance notice shall be given four (4) weeks in advance of the commitment to purchase. DOEE may waive this time period for good cause.
- d. For all Big Grant Purchases, the Grantee shall maintain an inventory record (“Big Grant Purchase Inventory”) showing:
  - (1) Purchase price;
  - (2) Grant number;
  - (3) Name of item;
  - (4) Manufacturer's name;

- (5) Serial number (if applicable);
  - (6) Acquisition history (purchase order, invoice, packing slip);
  - (7) Guarantee or warranty lapse date;
  - (8) Storage location;
  - (9) Unit price; and
  - (10) Additional costs, if any, for transportation, installation, and taxes, each as a separate item.
- e. The Big Grant Purchase Inventory shall be updated annually, or at the expiration of the grant period, whichever occurs first.
  - f. DOEE may inspect and reclaim all or part of the inventoried equipment within 12 weeks after the expiration of the grant.
  - g. Warranties for Big Grant Purchases are governed by the provisions for purchases of materials and labor with an aggregate value of over \$5,000 in Section 13 of this document.

### **13. Modifications of the grant, including extensions and increases**

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

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

### **14. Contracts, subcontracts, or sub-grants**

- a. Nothing in the Grant award shall be construed to create a contractual relationship between DOEE and Grantee's contractor, subcontractor, sub-grantee, or vendor.
- b. Any grant-related work and/or activity that is contracted, subcontracted, or sub-granted is subject to applicable District law and DOEE's review and approval. The Grantee shall

give DOEE advance notice of contracts, subcontracts, and sub-grants sufficient to allow DOEE to determine whether its approval is needed, and, if so, whether approval must come before the Grantee's execution of the contract or sub-grant.

- c. The Grantee's contract or sub-grant shall specify that the contractor or sub-grantee, and its contractors, subcontractors, or sub-grantees, shall be subject to the conditions and prohibitions of the Grant Award.
- d. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over \$5,000. These warranties shall be for at least two (2) years. DOEE may waive this requirement in writing for demonstration or research grants.
- e. If the Grantee, its contractors, subcontractors, or sub-grantees disturbs work guaranteed under another District contract or grant, the Grantee shall be responsible to restore the disturbed work to a condition comparable to its original condition and warranty such restored work, or alternatively to pay the District for the damage.
- f. No grantee shall use grant funds to procure services or materials from a vendor, contractor or subcontractor that is suspended or debarred by the District or the federal government.

## **15. Establishing and managing sub-awards**

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

- c. Be responsible for selecting sub-awardees and as appropriate conducting sub-award competitions.
- d. Ensure that all sub-award agreements are in writing and address all of the elements for sub-award agreements identified in the RFA and GAN.
- e. Ensure that the sub-awardees are aware that they are subject to applicable terms, conditions, and requirements of the RFA, including this Appendix.
- f. Establish and follow a system for monitoring sub-awardee performance that includes elements required by the RFA, the grant award, and this Appendix, and report the results of the monitoring in performance reports required by the RFA and/or the grant award.
- g. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the grant award and with the requirements for payment of costs under the grant. This includes establishment of written procedures for determining that sub-award costs are allowable under the terms and conditions of the grant award and this Appendix, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that sub-grantees incur, or a combination of both approaches, provided the Grantee documents its determinations.

## **16. Entry onto a project site**

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

## **17. Facilities controlled by the Grantee**

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

## **18. Unusual incident reporting**

The Grantee shall report each unusual incident involving or affecting the Application or the Grantee's performance of the Grant award to the person identified as the Grant Administrator within 24 hours of the incident or its learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Grantee shall also communicate a full description of the unusual incident in writing within five (5) days after the initial report.

An unusual incident is an event that is significantly different from the regular routine or established procedure. Examples may be 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 DOEE's termination:

- a. At any time, in whole or in part, for the convenience of the Government should DOEE determine that such termination is in the best interest of the public or the Government;

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- b. Immediately for:
  - (1) Lack of funding;
  - (2) Failure of the Grantee to follow District or applicable federal law, including statutes, rules and regulations;
  - (3) Failure of the Grantee to carry out DOEE's ordered grant remediation plan;
  - (4) An ethics violation involving the grant, pursuant to the ethical standards in the most recent version of the District Ethics Manual, published by the District's Board of Ethics and Government Accountability ([bega.dc.gov](http://bega.dc.gov)), as of the date that the Grant Award notice was sent; or
  - (5) Fraud, waste or abuse.
- c. After the Grantee has acknowledged or otherwise signified receipt of the Grant, 14 calendar days after the Grantee receives from DOEE written notice of termination due to:
  - (1) Cause, as defined and described below; or
  - (2) *Force majeure*, as defined and described below.

### **20. Termination for *force majeure* or cause**

- a. For *force majeure* DOEE may terminate the grant and the Grantee may seek certain reimbursement, as described in this section.
- b. For cause DOEE may terminate the grant, but the Grantee may not receive the reimbursement allowed for termination on the basis of *force majeure*.
- c. Cause and *force majeure* defined:
  - (1) Cause is a basis for DOEE's termination of the grant, when DOEE determines that the Grantee has:
    - (a) Failed to achieve the intended outputs within the time frame that has been approved;
    - (b) Performed incompetently; or
    - (c) Performed recklessly.
  - (2) *Force majeure* is a condition or occurrence which provides a valid excuse to failure to perform within the time frame of the grant, an unexpected and disruptive event which DOEE determines could not have reasonably been

anticipated or controlled, and includes:

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

## **21. Unspent funds**

Funds provided under this Grant, but not spent to fulfill the terms of the Grant, shall be returned immediately to DOEE either upon completion or termination of the Grant, or at the end of the Term of the Grant.

## **22. Grant fiscal performance review and remediation plan**

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

## **23. Accounting and audits**

- a. The Grantee shall maintain an accounting system that:

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- (1) Conforms to generally accepted accounting principles;
  - (2) Permits an audit of all income and expenditures received or 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 sub-grantees assist, upon request, 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 may audit the Grantee, its contractors, subcontractors, or sub-grantees. The District may, during this period, seek to audit vendors of Big Grant Purchases. If federal funds have been granted or sub-granted, a federal agency may undertake such audits. The Grantee shall assist the District in obtaining the cooperation of its contractors, subcontractors and vendors in such audits.

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

- (1) 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 200 Subpart F.
  - (2) In any event, the Grantee of federal funds shall comply with all applicable federal regulations contained in 2 CFR 200.
  - (3) A copy of the audit findings and the audit report shall be submitted to the Grant Administrator no later than 30 days from the issuance of the audit findings.
- d. If a federal agency undertakes an audit of the Grantee in connection with the Grant, the Grantee shall make available to DOEE all information that the audit requires, including information from its contractors, subcontractors, vendors, and sub-grantees.
- e. The Grantee shall, upon DOEE request, repay to DOEE a reimbursed expenditure that DOEE has disallowed after an audit.

## **24. Document retention for three years**

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

### **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 DOEE. The Grantee shall include a DOEE logo, which DOEE will provide.
- b. The Grantee shall follow DOEE Sign Design Guidelines and Publication Design Guidelines.
- c. If federal or other funds have been sub-granted, and if requested, the Grantee must similarly acknowledge the funds' source.

### **26. Rights in data and other information**

- a. DOEE retains ownership of all information produced pursuant to this Grant, including data regarding persons surveyed, interviewed, and/or counted, and any information regarding to whom services or things were provided.
- b. To ensure the protection of persons' confidentiality and compliance with District law and policies regarding confidentiality, the Grantee may not publish scientific or technical articles based on these data and/or information without DOEE's prior written consent. DOEE is, for federal funding, subject to certain information restrictions, and may require notice to, and a decision from, the federal funder.
- c. DOEE will not unreasonably withhold consent to a request by Grantee for a nonexclusive license to use aggregated, non-confidential data, including for publication in professional and scientific journals and meetings.
- d. The documents for this grant are public documents and may be disclosed under the

District's Freedom of Information Act, D.C. Official Code §§ 2-531 - 40. DOEE shall have the right to disclose to a third party the identity of a person providing a service or good under this Grant and the terms of insurance obtained pursuant to this Grant.

- e. The Grant may involve activities in which confidential information is provided to the Grantee. DOEE may also advise the Grantee in writing as to the content and nature of confidential information. When the Grantee uses or has access to confidential information, it shall treat the information as follows:
  - (1) The Grantee shall use confidential information only to the extent required to accomplish the purposes of this Grant.
  - (2) The Grantee shall not disclose confidential information to others without the express written permission of DOEE. Exception: The Grantee may disclose confidential information to its contractors who have agreed in writing to be bound by the disclosure limitations in this section.
  - (3) To be considered confidential information subject to the disclosure limitations in this section, DOEE's orally provided information shall be identified as confidential at the time of disclosure, summarized in writing and the summary delivered within thirty (30) days of disclosure.
  - (4) Confidential information shall not pass in ownership to the Grantee. The furnishing of confidential information does not constitute a license to the Grantee to use the information for purposes beyond the activities of this grant.
  - (5) After being requested by DOEE to destroy confidential information, the Grantee shall return or destroy it within seven (7) days. Destruction shall be verified by the Grantee in writing by a duly authorized officer or manager. Confidential information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this section.
  - (6) The confidential information shall not be copied or reproduced at any time without the prior written consent of DOEE, except for distribution to employees or contractors in accordance with, and subject to, the provisions of this section.
  - (7) The requirements of this section shall continue past the term of this grant.
  - (8) The Grantee shall secure from contractors agreement, in writing, to be bound by this section if the contractors 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, sub-grantees, and/or vendors for this Grant to do the same.

## **28. Insurance**

Unless DOEE waives insurance requirements in writing, the following are conditions to receipt of funds under the Grant:

- a. Except as provided below, the Grantee shall obtain the following minimum insurance coverages and keep such insurance coverage in force throughout the grant period:
  - (1) Commercial General Liability Insurance: one million dollars (\$1,000,000) limit per occurrence, and two million dollars (\$2,000,000) aggregate, with the District added as additional insured;
  - (2) Automobile Liability Insurance: one million dollars (\$1,000,000) per occurrence combined single unit;
  - (3) Workers' Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability of at least:
    - (a) One hundred thousand dollars (\$100,000) per accident for injury;
    - (b) Five hundred thousand dollars (\$500,000) per employee for disease; and
    - (c) Five hundred thousand dollars (\$500,000) policy limit for disease;
  - (4) Umbrella/Excess Liability Insurance: two million dollars (\$2,000,000) limit per occurrence; and
  - (5) Professional Liability Insurance: two million dollars (\$2,000,000) limit per claim;
  - (6) When District property is used or a District facility is used, crime insurance (third party indemnity) to cover the dishonest acts of employees of the Grantee, its contractors, and sub-grantees that result in loss to the District; and
  - (7) Sexual/Physical Abuse and Molestation insurance if minors are involved in the services provided, and no other policy covers the matter, in the amount of one million dollars (\$1 million) per occurrence and two million dollars (\$2 million) aggregate, with the District as an additional insured.
- b. For each project conducted on federal property, in addition to the coverages in paragraph "a." of this section:

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- (1) The Grantee and its sub-grantees must procure public and employee liability insurance from responsible companies with a minimum limitation to be the greater of:
    - (a) One million dollars (\$1,000,000) per person for any one claim, and an aggregate limit of three million dollars (\$3,000,000) for any number of claims arising from any one incident; or
    - (b) The minimum required by law, if any;
  - (2) The United States of America must be named as an additional insured on each such policy;
  - (3) Each such policy shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder; and
  - (4) Each such policy shall be obtained by the insured, be for the account of the insured, and be at the insured's sole risk.
- c. The insurance policies obtained by the Grantee shall:
- (1) Be written with a company licensed: (a) by the state in which the Grantee's principal offices are located and qualified to write insurance policies in the District of Columbia; or (b) by the District of Columbia;
  - (2) Provide for at least thirty (30) days' written notice to DOEE prior to their termination or material alteration; and
  - (3) Be financially responsible, with either an A.M. Best Company financial strength and financial size category rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
- d. The Grantee shall require each Grant-related subcontractor or sub-grantee to carry the insurance required herein, or the Grantee may, at its option, provide the coverage for a subcontractor or sub-grantee.
- e. Unless otherwise prohibited by law, each policy (excluding Workers' Compensation and Professional Liability, if applicable) shall:
- (1) Name the District as an additional insured with respect to work or services performed under the grant or sub-grant;
  - (2) Provide that the insurance coverage provided thereunder will be primary and noncontributory with any other applicable insurance; and

- (3) Contain a waiver of subrogation in favor of the District of Columbia.
- f. The Grantee may submit a Certificate of Insurance giving evidence of the required coverage either before or after the date of the GAN, but DOEE must receive it before DOEE makes a payment of Grant funds.
- g. The requirements of this section shall not apply to a government agency that provides one of the following:
  - (1) For an agency of the District of Columbia, a written statement that the agency complies with the intent of the paragraph by requiring insurance for all activities not carried out by District employees; and
  - (2) For a non-District government agency, a written statement (a) that the agency is self-insured, (b) that the self-insurance is primary and non-contributory with any other insurance maintained by the District of Columbia, and (c) identifying the self-insurance fund.

**29. Special provisions for certain programs or projects**

(None)

**30. Requests for reconsideration of certain DOEE decisions**

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

**(1) The 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, 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.

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- c. An unsuccessful applicant may only ask the Department to reconsider the decision based on a material error in the determination of eligibility.
- d. 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.
- e. A written request may be made electronically, typically by email to the published email address for the grant competition. The Department encourages electronic communication.
- f. A Request for Reconsideration must include a concise statement of the reason(s) for the request, and include all of the documentation and other evidence supporting the request.
- g. A request must identify the reasons for reconsideration and provide supporting evidence, or it will be denied.

### **(2) Department Response**

- a. A change to the award decision will be made only because of 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:
  - i. Reopen the grant application process, in whole or in part;

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- ii. Revise or revoke an award; or
- iii. Take other appropriate action to address an error.

### **(3) Effect of the award.**

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

(Revised 06/21/18)

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