

Appendix 3

Applicant's Promises, Certifications, and Assurances Made in Support of the Grant Application ("PCA") (revised 6/17/2014)

Each Applicant must agree in writing to comply with the following terms, as defined, as a requirement of the grant.

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DEFINITIONS

District - The District of Columbia.

Notice - Unless specifically stated otherwise, notice means a method of communication reasonably calculated to give the intended person or audience, or their representative, information regarding a matter, in light of all of the circumstances, including email, posting on a public website, direct mail, publication in electronic or print media, and appearance in an official government publication, like the District of Columbia Register.

Grantee – Includes a subgrantee of a grant provided to the District.

Person - A natural person or a legal entity, including a partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, cooperative, the District government and its agencies, and the federal government and its agencies.

Writing or written - The term denotes a tangible or electronic record of a communication or representation, including handwriting, typewriting, printing, photostat, fax, photography, word processing computer output, and e-mail. A "signed" writing includes an electronic symbol or process attached to, or logically associated with, a writing, and executed or adopted by a person with the intent to sign the writing.

BEFORE the Grant

1. Applicant's agreement to these terms

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

The person applying for the Applicant must read the terms of this PCA, state that on behalf of the Applicant, he or she understands them, and agrees to them. Specifically,

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the person signing is stating on behalf of the Applicant that the Applicant agrees that it:

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

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

BEFORE and DURING the Grant

2. Communications with DDOE

- a. All communications to DDOE must be truthful. For matters for which the Applicant lacks direct personal knowledge, the Applicant must undertake a reasonable inquiry to determine if the Applicant's statements are true and correct.
- b. The communication shall be directed to DDOE offices, or DDOE staff, as the RFA states.
- c. Reports and other submissions shall be directed to the Grant Administrator.
- d. Reports may be electronically filed, as long as required signatures are scanned, or otherwise reliably reproduced.
- e. The Grantee shall maintain electronic mail ("email") capabilities for communication with DDOE.
- f. A notice shall be deemed given to DDOE only when delivered, evidenced by written confirmation, unless DDOE otherwise explicitly states an alternative in writing.

3. Applicant's organizational capabilities

The Applicant promises that it has:

- a. The financial resources and technical expertise necessary for producing, constructing, equipping and maintaining as proposed for the grant, or the ability to obtain them in advance of performing the proposed matters;
- b. The ability to comply with the proposed delivery or performance schedule, taking into consideration all other existing and reasonably expected organizational commitments;
- c. A satisfactory record performing activities similar to those proposed or, if the Grant Award is intended to encourage the development and support of organizations without significant previous experience, the skills and resources necessary to perform as proposed;
- d. A record of integrity and business ethics, and the intent to perform with integrity and ethically; and
- e. If applied as a nonprofit organization, continued its tax status as a nonprofit organization.

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, unless DDOE revises or waives the requirement in writing:
 - (1) Documentation for salary and items purchased in the same form as required in the PCA's section on payment (Section 13).
 - (2) Documentation of in-kind match, including detail for volunteers, with a rate demonstrated to be consistent with US Department of Labor rates. Donated space, as for a meeting or event, may be valued according to a writing from a property's owner or manager. Donated vehicle use may be

valued as provided for reimbursement of travel.

5. 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 a Grantee, the Applicant fails to comply with the terms and conditions of this award, DDOE may terminate, take other corrective action, or initiate dispute resolution.

6. Communication of a material change

The Applicant and the Grantee shall advise DDOE 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 the insurance.

7. Contingent on available funding

The grant, and DDOE's providing the 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. DDOE'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. These statutes as they may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

8. Federal funds: If bond required

- a. A bond is not required of the Grantee unless DDOE states the requirement in writing.
- b. If DDOE does require a bond the Applicant, 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:
 - (1) caused by fraudulent or dishonest act, and
 - (2) committed by an employee, board member, officer, partner, shareholder, or trainee.

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

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

10. Federal or District funds: Not suspended or debarred

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

- a. Proposed for debarment or is 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
- b. 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.

11. Disclosure of criminal charges or investigations, and

other legal proceedings

Applicant states that it is true that, within the three (3) years immediately preceding the date of the application, neither the applicant nor any of its officers, partners, principals, members, associates, or key employees, has been subject to any of the following:

- a. With respect to criminal matters:
 - (1) been indicted or had charges brought against them (if still pending); and/or
 - (2) been convicted of:
 - (a) a crime or offense arising directly or indirectly from the conduct of the applicant's organization, or
 - (b) a crime or offense involving financial misconduct or fraud; or
- b. With respect to services by the organization, been subject to legal proceedings.

If any other response than “yes” is provided to the preceding statements of this paragraph, the applicant shall fully describe in an accompanying writing such indictment, charge, conviction, or legal proceeding, including their status and disposition, and surrounding circumstances, and provide documentation.

For the purpose of this numbered paragraph, “member” means a decision-maker of an organization, not merely a natural person or entity who pays dues, and “associate” means a direct supplier of a business service pursuant to the grant.

DURING the Grant

12. Grant period

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

- c. The period of the grant shall end on the date stated in the Grant Award, unless DDOE modifies it in writing (“end date”).

13. Payment

- a. The Grantee will be reimbursed for work performed and expenses incurred.
- b. DDOE will not reimburse 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 sent to the address, or addresses, stated in the Grant Award notice.
- d. The Grantee’s reimbursement request must include a signed invoice, on organization letterhead, with federal tax i.d., and supporting documentation. Supporting documentation 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. The report must show employee name, title, hours worked that are charged to this grant, and pay rate for the period; and
 - (2) For other expenditures: Expenditures must be supported by invoices or receipts. If contractor invoices are submitted, they must include supporting payroll information.
- e. In some circumstances DDOE may require documents supporting an accounting entry before releasing payment. Such information may include:
 - (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.

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- f. In limited circumstances, and at DDOE's discretion according to its policy, DDOE may provide a portion of grant funds for the Grantee's start-up costs.
 - (1) The Applicant must request such funding in its proposal.
 - (2) As a condition for further grant payments, the Grantee must, within the first quarter of the grant period, submit to DDOE documentation showing evidence of the expenditures using the start-up funds.
- g. DDOE will withhold the final ten percent (10%) of the grant funds until all activities have been completed, including the Grantee's submission of the final report.
- h. The sum of all monies paid to the Grantee pursuant to the Grant Award shall not exceed the total amount stated.
- i. Notwithstanding the above, DDOE may withhold payment if DDOE determines that the Grantee has failed to comply with terms of the Grant Award.

14. Tax liability

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

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

15. Unethical conduct

- a. The Applicant and Grantee shall avoid unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally

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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 Applicant and 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 or 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 the grant funds, no person who is a grantee, or a grantee's employee, officer, or agent, shall solicit or accept a gratuity, favor, or anything of monetary value from a contractor, subcontractor, vendor, party to a related agreement, or a beneficiary of this grant; except that a grantee may, in writing, allow for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

16. Big grant purchases, including equipment

- a. The Grantee shall refrain from purchasing with grant funds equipment or supplies exceeding \$5,000 per unit cost ("Big Grant Purchase") without DDOE's written agreement.
- b. For each Big Grant Purchase, the Grantee shall give advance written notice to DDOE to allow DDOE to approve or disallow the purchase. Identification of the Big Grant Purchase in a proposal which DDOE approves shall constitute approval of the Big Grant Purchase.
- c. If not identified in the proposal, this advance notice shall be given four (4) weeks

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- in advance of the commitment to purchase. DDOE 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. DDOE may inspect and reclaim all or part of the inventoried equipment within twelve (12) weeks of the expiration of the grant.
- g. A requirement for warranties shall be governed by the provisions of the contracts section of this PCA.

17. Dispute resolution

- a. A dispute shall in the first instance be addressed for resolution by the Grantee's chief official and the DDOE Grant Administrator within seven (7) days of their receipt of a notice of the dispute; and

- b. If the dispute still is not resolved, then the Director of DDOE shall resolve the dispute. The decision of the DDOE Director shall be final and binding upon the parties.

18. Modifications, including extensions and increases

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

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

19. Contracts, subcontracts, and/or sub-grants

- a. Nothing contained in the Grant Award shall be construed to create a contractual relationship between DDOE and Grantee's contractor, subcontractor, sub-grantee, or vendor.
- b. Any grant-related work or activity which is contracted, subcontracted, or sub-granted, shall be subject to DDOE's review and approval. Grantee shall give DDOE sufficient advance notice of contracts, subcontracts and subgrants to allow DDOE to determine whether its approval is needed, and, if so, whether the approval must come before the Grantee's execution of a contract or subgrant.
- c. The Grantee's contract or sub-grant shall specify that the contractor or subgrantee, 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. DDOE 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 to pay the District for the damage.
- f. The grantee shall certify in writing that its vendors, contractors and subcontractors are neither debarred nor suspended by the District or federal governments, or otherwise classified as an ineligible federal contractor.
- g. No grantee shall use grant funds for services or materials from a vendor, contractor or subcontractor suspended or debarred by the District or federal government.

20. Entry onto a project site

The Grantee shall secure from the relevant property owners permission in writing for DDOE to have access to 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.

21. Facility requirements

- a. Compliance with applicable regulations: If a facility which Grantee controls is used during the performance of this agreement, 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. Emergency backup site: 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. Handicapped access: Each facility that the Grantee controls that is offered for the provision of activities under this agreement shall be accessible to mobility-limited persons, consistent with the Rehabilitation of the Handicapped Act, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336. This means that if a facility is not required under either act to be modified, the Grantee need not modify it. However, DDOE will require the Grantee to explain how it will seek to accommodate such persons.

22. Unusual incident reporting

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

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

23. Special provisions for certain programs or projects – WAP

- a. For grants related to the Weatherization Assistance Program (WAP), the grantee organization or agency, not DDOE, shall be liable for:
 - (1) Payments to contractors; and
 - (2) Damage to property.

- b. For grants related to WAP, the grantee organization or agency, shall:
 - (1) Select contractors that:
 - (a) Are qualified for the work;
 - (b) Are registered to do business in the District;
 - (c) Have a license to do the work for which they are hired; and
 - (d) Agree to warranty in writing their labor and materials for at least one year; and
 - (2) Submit proof that each contractor and subcontractor is bonded for its services in an amount no less than that required for the insurance related to its work.

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- c. For WAP-funded projects involving work in homes or other buildings likely to have lead-based paint, the grantee organization and each of its contractors shall be responsible for:
 - (1) Satisfying or otherwise addressing health claims related to the disturbance of lead-based paint;
 - (2) Demonstrating that:
 - (a) There are no exclusion clauses in its insurance for a service provided in a structure with lead-based paint when the service requires disturbance of a painted surface; or
 - (b) It will defer such service until such time as it secures insurance that will provide coverage for lead safe weatherization, and that it will make reasonable effort to obtain such insurance;
 - (3) Following OSHA Rules 29 CFR 1926 *et seq.* for lead-based paint, including 20 CFR 1926.62; and
 - (4) Carrying insurance that includes pollution occurrence insurance in proportion to the risks of the grant activities, or the substantial equivalent of that coverage.
- d. WAP grantees must advance a goal of the District Government to create job opportunities for District residents, and:
 - (1) try, to the extent consistent with local and federal law, to furnish at least 51% of jobs created as a result of this grant to District residents, pursuant to Mayor's Order #1983-265;
 - (2) notify each prospective contractor and subcontractor, prior to execution of a contract, that the grantee expects them to implement this Mayor's Order in their own employment practices; and
 - (3) sign a First Source Employment Agreement to utilize the District Department of Employment Services as its first source for the referral of qualified contractors, subcontractors, trainees, and other workers in the implementation of a contract in excess of \$100,000 for a project funded in whole or in part with District funds or funds that the District administers.
- f. Warranties shall be provided as stated in the project description of the RFA.

- g. **Unethical conduct - conflicts.** With respect to the grant funds, no person who is a grantee, or a grantee's employee, officer, or agent, shall participate in the selection, award, or administration of funds from this grant if a real or apparent conflict of interest would be involved. For example such a conflict would arise when the person makes a decision to employ, or buy from, a person in which s/he, or one of the following has an employment or financial interest: a member of his or her immediate family, including a domestic partner;

DURING and AFTER the Grant

24. Order of precedence

Apart from the law that governs the grant, in the event of inconsistency among the provisions of the DDOE 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, DDOE-approved amendment to the Grant Award notice;
- b. The Grant Award notice;
- c. An approved work plan, if any;
- d. The DDOE Request For Applications ("RFA"), including this PCA; and then
- e. The Grantee's submitted work plan or proposal.

END Period and AFTER the Grant

25. Termination

The grant shall be subject to DDOE's termination:

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

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- (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 DDOE's ordered grant remediation plan;
 - (4) 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 Grant Award notice was sent; or
 - (5) Fraud, waste or abuse.
- c. Fourteen (14) calendar days after the Grantee receives from DDOE written notice of termination due to:
- (1) Cause, as defined and described below; or
 - (2) *Force majeure*, as defined and described below.

26. Termination for *force majeure* or cause

- a. For *force majeure* DDOE may terminate the grant and the Grantee may seek certain reimbursement, as described in this section.
- b. For cause DDOE 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 DDOE's termination of the grant, when DDOE 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.

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- (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 DDOE 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.

27. Continuity of activities

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

- a. It will cooperate to enable a smooth transition to another grantee if:
 - (1) DDOE determines that the grant period will end without the grant activities having been completed;
 - (2) DDOE notifies the Grantee; and
 - (3) DDOE identifies as successor another grantee or DDOE staff to finish the activities.
- b. The Grantee's cooperation shall include:

- (1) Identification, and offer to transfer ownership, of Big Purchase Equipment;
and
- (2) Preparation of a transitional plan for DDOE review by a DDOE-specified date prior to the grant period end date.

28. Unspent funds

Funds provided under this grant, but not spent to fulfill the terms of the grant, shall be returned immediately to DDOE.

CONTINUING Requirements

29. 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:
 - (1) Repayment of grant funds;
 - (2) Reduction in the Grant Award; and
 - (3) Reallocation of grant funds.

30. 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 and expenditures received or disbursed by the Grantee during performance of the activities approved for the grant;
and

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- (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, 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 subgrantees. 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.
- d. If the Grantee, or any one of its contractors, subcontractors, or subgrantees, expends an aggregate of \$500,000 or more from federal sources in a calendar year, it shall obtain an independent audit of program expenditures in accordance with OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Upon request after January 1, 2015, DDOE will raise that floor to \$750,000, in accordance with federal regulations. The Grantee, its contractors and/or subcontractors shall comply with this circular. A copy of the audit findings and audit report shall be submitted to the Grant Administrator no later than 30 days from the issuance of the audit findings.
- e. If a federal agency undertakes an audit of the Grantee, in connection with the grant, the Grantee shall make available to DDOE all information that the audit requires, including information from its contractors, subcontractors, vendors, or subgrantees.
- f. The Grantee shall, upon DDOE request, repay to DDOE a reimbursed expenditure which DDOE has disallowed after an audit.

31. Document retention for three years

- a. For three (3) years after the final DDOE 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. The Grantee must

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- be able to produce for review the documentation upon DDOE's request, including for DDOE 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 DDOE'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 period shall be tolled, and the documentation must be preserved until the matter has been finally resolved.
 - d. The Grantee shall secure the agreement in writing to the provisions of this section from a person subject to an audit requirement of the preceding section.

32. 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 DDOE. The Grantee shall include a DDOE logo which DDOE provides.
- b. The Grantee shall follow DDOE 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.

33. Rights in data and other information

- a. DDOE retains ownership of all information produced pursuant to this grant, including the data of persons surveyed, interviewed, counted or 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 DDOE's prior written consent. DDOE is, for federal funding, subject to certain information restrictions, and may require notice to, and a decision from, the federal funder.
- c. DDOE shall not unreasonably withhold consent to the Grantee's request for a

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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, disclosable under the District's Freedom of Information Act, DC Official Code §§ 2-531 - 40. DDOE 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. DDOE may also advise the Grantee in writing as to the content and nature of confidential information. When the Grantee is aware of confidential information, it shall treat the information as follows:
 - (1) Limited use. The Grantee shall use confidential Information only to the extent required to accomplish the purposes of this grant.
 - (2) Non-Disclosure. The Grantee shall not disclose confidential Information to others without the express written permission of DDOE. Exception: It may disclose to its contractors who have agreed in writing to be bound by this section on confidential information.
 - (3) Oral information. To be considered confidential information, DDOE'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) No ownership or license: Confidential information shall not pass in ownership to the Grantee. The furnishing of confidential information does not constitute a license to the Grantee beyond the activities of this grant.
 - (5) Destruction or return of confidential information: Within seven (7) days after being requested by DDOE to destroy confidential information, the Grantee shall return or destroy it. 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) Reproduction: The confidential information shall not be copied or reproduced at any time without the prior written consent of DDOE, except for distribution to employees or contractors in accordance with, and subject to, the provisions of this section.

- (7) Survival: The requirements of this section shall continue past the term of this grant.
- (8) Contractors. The grantee shall secure the agreement, in writing, to be bound by this section of contractors who will have use of or access to confidential information.
- (9) Examples. Confidential information shall include, but not be limited to: Homeowner names, phone numbers, social security numbers, financial information, and home security arrangements.

34. Indemnification

Unless prohibited by law, the Grantee shall indemnify, defend, and hold harmless the District of Columbia from any and all claims which are in any way connected to this 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.

35. Insurance

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

- a. Except as provided below, the Grantee shall obtain the minimum insurance coverage set forth below and keep such insurance 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

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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) Crime insurance (third party indemnity) when District property is used or a District facility is used, to cover the dishonest acts of employees of the grantee, its contractors, and subgrantees, which result in loss to the District;
 - (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; and
- b. For each project conducted on federal property:
- (1) The Grantee and its sub-grantees must procure public and employee liability insurance from responsible companies with a minimum limitation which is 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.

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- c. The insurance policies obtained by the Grantee shall:
 - (1) Be written with companies licensed by the state in which the Grantee's principal offices are located or by the District of Columbia;
 - (2) Provide for at least thirty (30) days' written notice to DDOE 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 subgrantee to carry the insurance required herein, or the Grantee may, at its option, provide the coverage for a subcontractor or subgrantee.
- 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 subgrant;
 - (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 Grant Award notice, but DDOE must receive it before DDOE makes a payment of grant funds.
- g. The requirements of this numbered paragraph shall not apply to a government agency which 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 (1) that the agency is self-insured, (2) that the self-insurance is primary and non-contributory with any other insurance maintained by the District of

Columbia, and (3) identifying the self insurance fund.

COMPLIANCE with Laws

36. Acknowledgment of applicable District and federal statutes and regulations

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

- a. The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990; 104 Stat. 327 (42 U.S.C. 12101 *et seq.*);
- b. Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973; 87 Stat. 355 (29 U.S.C. 701 *et seq.*);
- c. The Hatch Act, ch. 314, 24 Stat. 440 (7 U.S.C. 361a *et seq.*);
- d. The Fair Labor Standards Act, ch. 676, 52 Stat. 1060 (29 U.S.C. 201 *et seq.*);
- e. The Clean Air Act (Subgrants over \$100,000), Pub. L. 108-201, February 24, 2004; 42 USC ch. 85 *et seq.*);
- f. The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970; 84 Stat. 1590 (26 U.S.C. 651 *et seq.*);
- g. The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (*see* 18 U.S.C. § 1951);
- h. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963; 77 Stat. 56 (29 U.S.C. 201);
- i. Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975; 89 Stat. 728 (42 U.S.C. 6101 *et seq.*);
- j. Age Discrimination in Employment Act, Pub. L. 90-202, Dec. 15, 1967; 81 Stat. 602 (29 U.S.C. 621 *et seq.*);
- k. Military Selective Service Act of 1973;
- l. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972; 86 Stat. 235, (20 U.S.C. 1001);

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- m. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986; 100 Stat. 3359, (8 U.S.C. 1101);
- n. Executive Order 12459 (Debarment, Suspension and Exclusion);
- o. Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. 6381 *et seq.*);
- p. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C. 701 *et seq.*). Specifically, the Grantee shall no later than thirty (30) calendar days after the date of the Grant Award notice (unless a longer period is agreed to in writing):
 - (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
 - (3) Provide all employees engaged in performance of the grant with a copy of the statement required by the law;
- 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.

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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.

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SIGNATURE of the Applicant

1. I am authorized to submit this application and, if DDOE requests, to negotiate with DDOE on behalf of the organization identified below (the Applicant).
2. On behalf of the Applicant, I have read this document, "Promises, Certifications and Assurances" (PCA), which is incorporated by reference in the Request for Applications ("RFA") and each subsequent notice, or amendment, of a Grant Award. I understand this PCA and agree and promise as stated in each of the promises, certifications, and assurances of the document.
3. I agree and promise to DDOE, and, if the funding for the grant for which the Applicant applies comes from another funder, including the US Government or a nonprofit organization, I agree, promise and give assurances to such funder as well.
4. I understand that my agreement, promise and giving of assurances is a condition of Applicant's securing the grant applied for.
3. I agree and promise as though sworn under oath. Or, if barred by faith or custom from swearing under oath, I attest to the truth of the foregoing statements and my organization's intent to observe them.

Date:

Signature

Print/type name:

Title:

Email:

Phone:

Applicant's name:

Address:

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

Filename: 0 App 3 Applicant's Promises Certifications and Assurances PCA revised 6-17-14.wpd
This form's revision date: 2014/06/17