GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment

Appendix 1 – DOEE Grant General Terms and Conditions

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1. This document

Each eligible legal person or entity applying for the grant (Applicant) advertised in the Request for Applications (RFA), the successful Applicant (Grantee), and a subrecipient of funds proceeding from the grant provided pursuant to the RFA (Grant), is subject to and must comply with the following:

a. The applicable general terms and conditions outlined in this Appendix 1 – DOEE Grant General Terms and Conditions (GT&C);

b. The promises, certifications, assertions, and assurances made as part of the application in Appendix 2 – DOEE Grant Promises, Certifications, Assertions, and Assurances (PCA); and

c. The terms, conditions, or restrictions in the Grant award documents, as amended.

The Grantee must review the Grant award documents for additional administrative and programmatic requirements. A condition stated in this GT&C is a continuing condition, unless explicitly stated otherwise or DOEE advises in writing that it is not continuing.

2. Order of precedence

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

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

b. The GAN;

c. An approved work plan, if any;

d. The RFA; and

e. The Grantee's submitted application.

3. Communications with DOEE

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

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

c. The Grantee shall maintain electronic mail (e-mail) capabilities for communication with DOEE.

d. A notice shall be deemed timely delivered to DOEE when written confirmation of receipt is provided by DOEE.

4. Grant match: projection and documentation

When documentation of a grant match is required:

a. In support of an application, the Applicant must provide a basic budget that shows unit rates and quantities, as with hours worked, square feet used, or miles driven; and

b. In support of an award, the Grantee must provide the following, which must be acceptable to DOEE, unless DOEE revises or waives the requirement in writing:

(1) Documentation for salary and for items purchased, in the same form as required in Section 10 (Payment) of the GT&C.

(2) Documentation of a proposed in-kind match, including details 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, such as for a meeting or event, may be valued according to a written statement from a property's owner or manager. Donated vehicle use may be valued as provided for reimbursement of travel (and will be subject to the RFA's insurance requirements).

5. Communication of a material change

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

a. A material condition of the Application or performance of the Grant has changed; or

b. The Grantee's insurance coverage has been reduced, or the Grantee has been notified of a cancellation in whole or in part of its insurance.

DOEE shall determine materiality in its sole discretion. A material condition includes the loss of a staff member proposed as a principal, the lack of funds to pay bills incurred for the Grant's activities, or a change in the Applicant's governance.

6. Compliance as a continuing condition of eligibility

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

7. Grant contingent on available funding

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

a. The Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351;

b. The District Anti-Deficiency Act, D.C. Code § 47- 355.01- 355.08; and

c. Amendments to these statutes.

8. Bonding requirements

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

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

a. Caused by a fraudulent or dishonest act, and

a. Committed by an employee, board member, officer, partner, shareholder, trainee, or volunteer.

9. Grant period

The period of this Grant shall begin on the date of the Director’s signature on a GAN, which is the “begin date.” The Grantee’s rights to funds will be contingent upon DOEE’s completion of its internal financial controls, evidenced by delivery to the Grantee of the GAN. On and after the begin date, the RFA, the documents it incorporates, and the documents specified in Section 1 of this Appendix 1 apply to the Applicant as “Grantee.”

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

10. Payment

a. The Grantee will be reimbursed for work performed and expenses incurred.

b. DOEE will not reimburse the Grantee for Grant-related expenditures made before the start date.

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

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

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

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

(3) The Grantee must use the DIFS Supplier Portal https://cfo.dc.gov/supplier_portal to submit invoices. To register for use of the portal, the Grantee must have a business license issued by the District Department of Licensing and Consumer Protection.

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

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

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

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

(3) For another expenditure: Support for each expenditure with an invoice or receipt.

e. The Grantee must keep backup documentation to show:

(1) For Grantee:

(a) For labor: the official books and records information showing employee name, title, hours worked that are charged to the Grant, and pay rate for the period (typically a payroll register, official time sheet, or timecard/s);

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

(2) For Grantee's contractor or subgrantee:

(a) For labor: the official books and records information showing employee name, title, hours worked that are charged to the Grant, and pay rate for the period (typically a payroll register, official time sheet, or timecard/s); and

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

f. In some circumstances, DOEE, as a precondition to payment, may require documents supporting an accounting entry. Such information may include:

(1) General ledger screen shot or excerpt showing paid bills or expenditures;

(2) Copy of a canceled check or a bank statement of an electronic transfer;

(3) Statement from contractor, subcontractor, or vendor that the bill has been paid; or

(4) Report of on-site inspection or audit.

g. In limited circumstances, in accordance with its policy, DOEE may provide a portion of Grant funds for the Grantee's start-up costs as an advance. See RFA Parts 1.8 and 6.2. The following specifics control over general terms in the cited provisions:

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

(2) For non-federally funded grants, advance payments shall not exceed the lesser of 25% of the grant award or $100,000 per grant. An exception to this maximum justifying a greater amount, such as the purchase of expensive equipment, requires the written approval of DOEE's Director.

(3) The advance funds must be spent by the Grantee within the DC Government fiscal year during which the advance is made. The Grantee must submit to DOEE documentation showing evidence of the expenditures using the advance.

h. Until all grant-funded activities have been completed and approved, such as submission and approval of the final report, DOEE may in its sole discretion withhold from the total to be paid (1) an amount up to 10% of the Grant, or (2) if the Grantee received an advance payment, an amount equal to the amount advanced or up to 25% of the grant award, whichever is higher.

i. The sum of all monies paid to the Grantee pursuant to the Grant shall not exceed the total amount stated for the Grant.

j. Notwithstanding the above, DOEE may withhold payment if DOEE determines that the Grantee has failed to comply with a material term of the Grant. DOEE may, in its sole discretion, determine materiality.

11. Unethical conduct

a. The Applicant/Grantee shall avoid unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally against the provisions of the District Ethics Manual (most recent edition as of the time the Grant is awarded), found at https://bega.dc.gov.

b. In particular, the Grantee shall avoid:

(1) Apparent and actual conflicts of interest;

(2) Contributing to a violation of the District's restrictions on gifts to District personnel; and

(3) Contributing to a violation of the two-year ban on District personnel taking certain actions regarding a "particular matter" described in the District Ethics Manual.

c. No Applicant/Grantee shall employ or retain a person or selling agency to solicit or secure the Grant, a payment under it, or an amendment, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Exception: An Applicant or Grantee may condition its compensation for a bona fide employee on grant-related job performance and may retain an attorney for compensation permitted by the District's Rules of Professional Conduct.

d. Except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value, with respect to grant funds, the Grantee and Grantee's employees, officers, or agents shall not solicit or accept a gift, gratuity, favor, or anything of monetary value, from a contractor, subcontractor, vendor, subgrantee, party to a related agreement, or a beneficiary of the Grant.

e. If the Grantee is a natural person, he or she shall not participate in the selection, award, or administration of funds from the Grant if that would create a real or apparent conflict of interest. This prohibition also applies to a Grantee's employee, officer, or agent. An example of a conflict would be when the Grantee decides to employ, or buy from, a person or entity in which he or she, or a member of his or her immediate family, including a domestic partner, has an employment or financial interest.

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

a. The Grantee shall not purchase with grant funds equipment or supplies exceeding $5,000 per unit cost ("Big Grant Purchase") without DOEE's written agreement.

b. For each Big Grant Purchase, the Grantee shall give advance written notice to DOEE to allow DOEE to approve or disallow the purchase.

c. Identification of a Big Grant Purchase in a DOEE-approved application constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DOEE-approved application, advance notice shall be given four (4) weeks in advance of the commitment to purchase. DOEE may waive this time period in writing, for good cause.

d. For all Big Grant Purchases, the Grantee shall maintain an inventory record ("Big Grant Purchase Inventory") showing:

(1) Purchase price;

(2) Grant number;

(3) Name of item;

(4) Manufacturer's name;

(5) Serial number (if applicable);

(6) Acquisition history (purchase order, invoice, packing slip);

(7) Guarantee or warranty lapse date;

(8) Storage location;

(9) Unit price; and

(10) Additional costs, if any, for transportation, installation, and taxes, each as a separate item.

e. The Big Grant Purchase Inventory shall be updated annually, or at the Grant end date, whichever occurs first.

f. DOEE may inspect and reclaim all or part of the inventoried equipment within twelve (12) weeks of the Grant end date.

g. Warranties for Big Grant Purchases are governed by the provisions for purchases of materials and labor with an aggregate value of over $5,000 as set forth in the "Contracts, subcontracts, or subgrants" section of this document.

13. Modifications of the Grant, including extensions and increases

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

a. Through an amendment, DOEE may increase or reduce the Grant amount, change scope, and/or extend or reduce the Grant period.

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

14. Contracts, subcontracts, or subgrants

a. Nothing in the GAN shall be construed to create a contractual relationship between DOEE and any of the following: Grantee, Grantee's contractor, subcontractor, subgrantee, or vendor.

b. Any Grant-related work and/or activity that is contracted, subcontracted, or subgranted is subject to applicable District law and DOEE's review and approval. The Grantee shall give DOEE advance notice of contracts, subcontracts, and subgrants with enough time to allow DOEE to determine whether its approval is needed, and, if so, whether approval must come before the Grantee's execution of the contract, subcontract, or subgrant.

c. The Grantee's contract, subcontract, or subgrant shall specify that the contractor, subcontractor, or subgrantee, and its contractors, subcontractors, or subgrantees, shall be subject to the conditions and prohibitions of the GAN.

d. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over $5,000. These warranties shall be for at least two (2) years. DOEE may waive this requirement in writing for demonstration or research grants.

e. If the Grantee, its contractors, subcontractors, or subgrantees disturb work guaranteed under another District contract or grant, the Grantee shall be responsible for restoring the disturbed work to a condition comparable to its original condition and warranty such restored work, or pay the District for the damage.

f. No Grantee shall use grant funds to procure services or materials from a vendor, contractor, or subcontractor that is suspended or debarred by the District or the federal government.

15. Establishing and managing subgrants

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

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

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

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

d. Establish and follow a system for monitoring subgrantee performance that includes elements required by the RFA, GAN, and appendices and report the results of the monitoring in required performance reports.

e. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the GAN and with the requirements for payment of costs under the Grant. This includes establishment of written procedures for determining that subaward costs are allowable under the GAN, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that subgrantees incur, or a combination of both approaches, provided the Grantee documents its determinations.

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

16. Entry onto a project site

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

17. Facilities controlled by the Grantee

a. If a facility controlled by the Grantee is used during the performance of projects under the Grant, the facility shall meet all applicable District, federal, state, and local regulations for the intended use. Such a facility includes an office, training room, storage yard, or staging area.

b. With respect to such a facility, the Grantee shall identify an emergency site facility to finish the activities of the Grant if the primary facility becomes unavailable for use due to a catastrophic event.

c. Each facility controlled by the Grantee that is used for activities under the Grant shall be accessible to mobility-limited persons consistent with the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq*., and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*. This means that if a facility is not required to be modified under either Act, the Grantee need not modify it, but DOEE will require the Grantee to explain how it will seek to accommodate mobility-limited persons.

18. Safe work environment

The Grantee, and its contractors, subcontractors, or subgrantees, shall provide a safe work environment for work on DOEE-funded projects. The Grantee shall provide a procedure for reporting unsafe working conditions and addressing reports made. If the Grantee, contractor, subcontractor, or subgrantee receives an allegation of an unsafe working condition or practice or has a safety incident, the pertinent party shall investigate the reported unsafe condition or practice and take appropriate action to address the situation in a timely manner. The incident and response shall be described in the Grantee's next grant report.

19. Unusual incident reporting

The Grantee shall report each unusual incident involving or affecting performance of the Grant to the Grant Administrator within twenty-four (24) hours of the incident or of the Grantee's learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Grantee shall, within five (5) days of the incident, communicate in writing to the Grant Administrator a full description of the incident and any response(s) taken or to be taken in response to the incident.

An unusual incident is an event or occurrence significantly different from routine or established procedure that affects or may affect performance of the Grant. Examples include serious injury, traffic accident, theft, or firing or resignation of a principal staff member or contractor identified in the Application.

20. Termination

In accordance with D.C. Code § 1–328.15a, the Grant, and the offer of the Grant, shall be subject to termination, in whole or in part, before the end of the Grant, only if:

a. The Grantee fails to comply with the terms or conditions of the Grant or applicable laws; or

b. DOEE and the Grantee mutually determine that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Termination may be initiated:

(1) By DOEE with the written consent of the Grantee, in which case the two parties shall agree upon the termination and, in the case of partial termination, the portion to be terminated; or

(2) By the Grantee upon written request to the grantor setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, that the Grantor must provide written consent to the grantee's request to terminate the grant agreement.

Examples of failure to comply with terms or conditions of the Grant or applicable laws include:

a. Failure of the Grantee to follow District or applicable federal law, including statutes, rules and regulations;

b. Failure of the Grantee to carry out DOEE's ordered grant remediation plan;

c. An ethics violation involving the Grant, pursuant to the ethical standards in the most recent version of the District Ethics Manual, published by the District's Board of Ethics and Government Accountability (bega.dc.gov), as of the date that the GAN was sent;

d. Cessation of insurance coverage without replacement of similar coverage; or

e. Fraud, waste, or abuse.

21. Unspent funds

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

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:

(1) Conforms to generally accepted accounting principles;

(2) Permits an audit of all income received and expenditures made by the Grantee during performance of the activities approved for the Grant; and

(3) Allows for the identification and review of documents supporting an accounting entry.

b. The Grantee shall assist, and shall require that its contractors, subcontractors, and subgrantees assist, in the inspection and provision of financial records relevant to the Grant, including financial statements and tax returns. The Grantee shall seek such assistance from each vendor of a Big Grant Purchase.

c. At any time before final payment on this Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, and for three (3) years thereafter, the District shall have the right to audit the Grantee, its contractors, subcontractors, or subgrantees. The District may, during this period, seek to audit vendors of Big Grant Purchases. If federal funds have been granted or subgranted, a federal agency may undertake such audits. The Grantee shall assist the District in obtaining the cooperation of its contractors, subcontractors, subgrantees, and vendors in such audits.

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

(1) If the Grantee expends during the Grantee's fiscal year an aggregate of $1,000,000 or more in federal funds (including this Grant), the Grantee shall obtain an independent single or program-specific audit for that year in accordance with 2 CFR Part 200, Subpart F.

(2) In any event, the Grantee of federal funds shall comply with all applicable federal regulations in 2 CFR Part 200.

(3) A copy of the audit findings and the audit report shall be submitted to the Grant Administrator no later than thirty (30) days from the issuance of the audit findings.

d. If a federal agency undertakes an audit of the Grantee in connection with the Grant, the Grantee shall make available to DOEE all information that the audit requires, including

information from its contractors, subcontractors, subgrantees, and, as practicable, vendors.

e. The Grantee shall, upon DOEE's request, repay to DOEE a reimbursed expenditure that DOEE has disallowed after an audit.

24. Document retention for three years

a. For three (3) years after the final DOEE payment of the Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, the Grantee must maintain complete documentation of the Grant activities, including financial records and other documents supporting accounting entries. Upon DOEE's request, the Grantee must be able to produce, for review, the documentation, including for DOEE audit or, if applicable, federal audit.

b. The Grantee must produce these materials for review, permit review of them, and respond promptly to questions regarding them, upon DOEE's or an auditor's request.

c. If a claim, litigation, or audit is filed or commenced before the expiration of the three-year period, the documentation retention period shall be tolled, and documentation must be preserved until the claim, litigation, or audit has been finally resolved.

d. The Grantee shall secure the agreement to the provisions of this section in writing from a person that this appendix subjects to an audit requirement.

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 subgranted, and if DOEE requests, 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.

c. DOEE is, for federal funding, subject to certain information restrictions, and may require that the Grantee give notice to, and request a decision from, the federal funder.

d. DOEE will not unreasonably withhold consent to a request by the Grantee for a nonexclusive license to use aggregated, non-confidential data, including for publication in professional and scientific journals and at professional meetings.

e. The documents for this Grant are public documents and may be disclosed under the District's Freedom of Information Act, D.C. Code §§ 2-531 to 540. DOEE shall have the right to disclose to a third party the identity of a person providing a service or good under this Grant and the terms of insurance obtained pursuant to this Grant.

f. The Grant may involve activities in which confidential information is provided to the Grantee. DOEE may also advise the Grantee in writing as to the content and nature of confidential information. When the Grantee uses or has access to confidential information, it shall treat the information as follows:

    (1) The Grantee shall use confidential information only to the extent required to accomplish the purposes of this Grant.

    (2) The Grantee shall not disclose confidential information to others without the express written permission of DOEE. Exception: The Grantee may disclose confidential information to its contractors or subgrantees who have agreed in writing to be bound by the disclosure limitations in this section.

    (3) To be considered confidential information subject to the disclosure limitations in this section, DOEE's orally provided information shall be identified as confidential at the time of disclosure, summarized in writing and the summary delivered within thirty (30) days of disclosure.

    (4) Confidential information shall not pass in ownership to the Grantee. The furnishing of confidential information does not constitute a license to the Grantee to use the information for purposes beyond the activities of this Grant.

    (5) After being requested by DOEE to destroy confidential information, the Grantee shall return or destroy it within seven (7) days. Destruction shall be verified by the Grantee in writing by a duly authorized officer or manager. Confidential information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this section.

    (6) The confidential information shall not be copied or reproduced at any time without the prior written consent of DOEE, except for distribution to employees or contractors in accordance with, and subject to, the provisions of this section.

    (7) The requirements of this section shall continue past the term of this Grant.

(8) The Grantee shall secure from contractors and subgrantees the agreement, in writing, to be bound by this section if they use or have access to confidential information.

(9) Confidential information shall include, but not be limited to, homeowner names, phone numbers, social security numbers, financial information, and home security arrangements.

27. Indemnification

Unless prohibited by law, the Grantee shall indemnify, defend, and hold harmless the District of Columbia and its officers, agents, and employees from any and all claims that are in any way connected to the Grant. Unless prohibited by law, the Grantee shall require its principal contractors, subcontractors, subgrantees, and/or, if practicable, vendors for this Grant to do the same.

28. Insurance

The Grantee shall meet the requirements set forth in RFA Appendix 6: Insurance Requirements, unless the Grantee has requested and received a written waiver from DOEE for specified requirement(s). An Applicant for a grant is not required to have the necessary insurance in place at the time of application, but if awarded a Grant, the Grantee must have or obtain all required insurance at the time that work under the Grant begins. Meeting insurance requirements is a condition for receipt of funds under the Grant.

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:

Request for reconsideration

a. When DOEE decides to award a grant to a successful applicant, it will notify in writing each applicant whose application was not selected for award. At DOEE'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 will be made by email.

b. If an unsuccessful applicant wishes to better understand the decision regarding an offered grant, the applicant may ask DOEE's Grants Management Division for further

information. The DOEE may meet with the applicant and explain the decision, and may provide reviewer evaluation, comment, or a summary.

c. If an unsuccessful applicant wishes DOEE to reconsider the decision, the applicant must file a "Request for Reconsideration" in writing within seven (7) days of the date of the DOEE's notification. The filing should be addressed to the DOEE Director and reference the RFA number.

d. A written request may be made electronically, typically by email to the published email address for the Grant competition. DOEE encourages electronic communication.

e. A Request for Reconsideration must include a concise statement of the reason(s) for the request and all documentation and other evidence supporting the request.

f. A request must identify the reasons for reconsideration and provide supporting evidence, or it will be denied.

DOEE's response

a. A change to the award decision will be made only for fraud, a criminal act, or a material error in the determination of eligibility.

b. DOEE's Director, or designee, will consider the Request for Reconsideration and the evidence provided.

c. Ordinarily, a decision will be issued within seven (7) days, except the Director may extend that time, and will notify the requestor in writing of an extension.

d. The Director may halt the award of the Grant while the Request for Reconsideration is pending.

e. After reconsideration, the Director will inform the requestor in writing of the determination.

f. If the Director determines that a valid basis for a change to the award exists, the Director may:

(1) Reopen the Grant application process, in whole or in part;

(2) Revise or revoke an award; or

(3) Take other appropriate action to address an error.

Effect of the award

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

31. Cybersecurity

a. The Grantee must have policies and procedures reasonably designed to detect, prevent, and respond to cyberattacks. These policies and procedures shall include employee training and monitoring of compliance with the Grantee's cybersecurity policies and procedures.

b. The Grantee shall promptly notify DOEE of any cybersecurity breach which may affect DOEE or the Grantee's performance of work under the Grant.

32. Federal funding

If a federal award is a source of funds for the Grant identified in RFA Section 1.3 or in the GAN, the Grantee must comply with all terms, conditions, and requirements of the federal award that are applicable to subrecipients.

Filename: appendix 1 - general terms conditions (rev. 10.19.26)