

# GOVERNMENT OF THE DISTRICT OF COLUMBIA Executive Office of the Mayor Office of the Deputy Mayor for Planning and Economic Development



### FY 2019 Great Streets Makerspace Marketplace Grant (Pilot) REQUEST FOR APPLICATIONS (RFA)

Release Date of RFA: Friday, August 2, 2019

RFA ID #: DMPED - GSMSG - 050619

**Grant Orientation:** Please refer to the Great Streets website,

greatstreets.dc.gov,

**Submission Deadline:** Friday, August 23, 2019 at 12:00 p.m. EST.

All applications must be submitted electronically. Hand delivered or mailed applications will not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline will not be accepted.

**Submission Details:** Online submissions will only be accepted. Please submit your

application (including attachments) through the MicroEdge portal on the website for the Office of the Deputy Mayor for Planning and Economic Development: <a href="mailto:dmped.dc.gov">dmped.dc.gov</a>.

Point of Contact: DMPED Grants Team

Phone: (202) 724-8111

E-mail: dmpedgrants@dc.gov

**Availability:** Download the application from the following websites:

Office of Partnership and Grants - opgs.dc.gov

• Office of the Deputy Mayor for Planning and Economic

Development - <u>dmped.dc.gov</u>

• Great Streets - greatstreets.dc.gov

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#### I. Introduction

Through the findings of the Innovation Space and Marketplace Report published in 2017, DMPED seeks to fund opportunities for creative entities to manufacture, produce, and retail their product. These showroom-makerspaces could include but are not limited to: retail, workspace, studio rental, office rental, workspace, production space, and/or distribution. Makerspaces would need to include, based on the industry, equipment that falls into the one or more of the following categories:

#### Equipment Types<sup>1</sup>

- rapid prototyping,
- welding and C&C,
- woodworking,
- textiles and jewelry,
- machine shop,
- entertainment production equipment.

As reported in the 2017 Innovation Space and Marketplace Report: Developing a Makerspace in the District, prepared for DMPED, there is a demonstrated need for more spaces that can enable and provide low or no-cost access to manufacturing and production equipment in combination with retail facilities to decrease barriers to creation for local art, creative content, and products and wares.

The purpose of the Great Streets Makerspace and Marketplace grant is to provide funding to qualified operators of new or existing Makerspaces that combine access to production equipment and retail space to start and grow their Marketplace impact and capacity.

Potential applicants are encouraged to read and review: the 2017 Innovation Space and Marketplace Report: Developing a Makerspace in the District found here: <a href="https://dmped.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Innovation%20Space">https://dmped.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Innovation%20Space%20and%20Marketplace%20Report%20-%206.8.2017.pdf</a>

DMPED invites the submission of applications by qualified businesses for a Great Streets Makerspace and Marketplace Grant to the Deputy Mayor for Planning and Economic Development pursuant to the Limited Grant-Making Authority Amendment Act 2016, effective October 8, 2016 (D.C. Law 21-160; D.C. Official Code § 1-328.04) and from the Economic Development Special Account pursuant to D.C. Official Code §2-1225.21.

#### II. Great Street Corridors (Retail Priority Areas):

- 7th Street NW
- 14th & U Streets NW (including Adams Morgan and Columbia Heights)
- Connecticut Avenue NW

<sup>&</sup>lt;sup>1</sup> Equipment provided in makerspaces must be deemed unique or cost prohibitive for creative entities and makers to acquire. A maker is an individual, including an artisan or craftsperson, or a business, who creates, manufactures, or assembles a product through a process involving intellectual property, ingredients, raw materials, or other components

- Georgia Avenue NW
- H Street/Bladensburg Road NE
- Martin Luther King Jr. Avenue/South Capitol Street SE/SW
- Minnesota Avenue/Benning Road NE
- Nannie Helen Burroughs Avenue NE
- New York Avenue NE
- North Capitol Street NW/NE
- Pennsylvania Avenue SE
- Rhode Island Avenue NE
- Wisconsin Avenue NW

Preference will be given to locations located within the above Retail Priority areas that can be seen on our map at:

https://dcgis.maps.arcgis.com/apps/InformationLookup/index.html?appid=77167e5109b644c9bb903706 595c9255

#### III. Eligible Applicants<sup>2</sup>

Eligible applicants include the following:

- Eligible businesses may be for-profit entities (including, but not limited to, sole proprietorships, partnerships, limited liability companies, and corporations), a non-profit section 501(c)(3).
- Eligible businesses must provide proof of ownership or intent to occupy a physical location to house both required making (MakerSpace) and retailing (Marketplace) components for a minimum of 2 years from the date of application.
- Eligible businesses must demonstrate an existing or committed funding source for the proposed project that amounts to a minimum of 30% of the requested funding from DMPED.

#### IV. Ineligible Applicants

 Businesses/Projects solely composed of JUST makerspace or JUST retail space are not eligible for this funding. An eligible project must be comprised of both retail and production space.

<sup>&</sup>lt;sup>2</sup> For locations with multiple businesses occupying the "same space", the maximum award is \$50,000 between the businesses. "Same space" is defined as a business occupying and/or in the same suite.

#### V. Eligible/Ineligible Funding Uses

#### Eligible Funding Use

Up to 20% of the applicant's funding request under this grant can be applied towards the following operating cost:

- Marketing
- Spatial management software
- Membership Reduction (Abatement)

Up to 80% of the applicant's funding request under this grant can be applied towards the proposed construction and build-out costs which can include:

- Façade improvement
- Interior Build-Out
- Equipment in the following categories:
  - o <sup>3</sup>rapid prototyping,
  - o welding and C&C,
  - o woodworking,
  - textiles and jewelry,
  - o machine shop,
  - o entertainment production equipment.

#### VI. Submission Guidelines

All applications must be submitted via the MicroEdge online application system. All application attachments must be submitted in Adobe Acrobat PDF format. Any other formats uploaded to the application will deem the submission incomplete.

All electronic applications must be submitted no later than **Friday**, **August 23**, **2019 at 12 Noon**, **EST**. All applications will be recorded upon receipt. Any applications received after the specified **Friday**, **August 23**, **2019 12 Noon**, **EST** will not be accepted. Unless requested by DMPED, any additions or deletions to an application will not be accepted after the specified deadline. DMPED is not responsible for unreadable, incomplete, PDF User Password needed, and/or out-of-order submissions.

DMPED is not responsible for malfunctions on the MicroEdge platform. DMPED advises prospective applicants not to upload any documents using Dropbox or similar applications due to access issues.

<sup>&</sup>lt;sup>3</sup> Rapid Porotype is defined as a method of quickly creating a scale model of a part or finished product, using computer-aided design (CAD) software.

#### VII. Application Review

- A. Initial Screening Prior to the formal review process, each application will receive an initial administrative screening to ensure that all required forms, signatures, and documents are present. An Application will not be evaluated by the review panel if:
  - 1) The Application is received after the closing date;
  - 2) The Application package is not complete;
  - 3) The project synopsis/description fails to address the program priorities;
  - 4) The Application does not fall within the scope of this RFA;
- B. Approved Applications will be reviewed by external independent review panel that will submit scoring, ranking and comments to DMPED.
- C. The Great Streets Director/Manager and DMPED leadership will submit recommendations to the Deputy Mayor for final approval after taking into consideration the external independent review panel's recommendations.

Based on the external and internal review panel recommendations, the Mayor's budget priorities, the resources available, and the goal of achieving a balance as to communities served and the goals of the program, DMPED will make the final funding decision. The final funding decision cannot be contested or appealed.

#### VIII. External Reviewer

Upon receiving the applications from the DMPED will review, analyze, evaluate, and score each application.

#### IX. Scoring Criteria

Applications will be evaluated based on the following criteria outlined below.

Preference will be given to locations located within the above Retail Priority Areas set forth in Paragraph II that can be seen on our map at:

https://dcgis.maps.arcgis.com/apps/InformationLookup/index.html?appid=77167e5109b644c9bb903706 595c9255

#### **Project Summary (50%)**

The applicant should fully describe and explain the project being proposed, including:

- a description of the proposed Project that thoroughly explains the approach, implementation and operation of the proposal over the entire period of performance;
- an approach that clearly demonstrates innovation, creativity, cost-efficiency, a strong likelihood of achieving the desired outcome, and the capability of being implemented in the near term (3 months) and of having an impact in the near-term (4 to 9 months) or long-term (within 1 to 18 months)

- a concept of operations that clearly describes a process, method, or model showing how the Project will meet projected outputs and outcomes or goals; can be easily replicated; and offer low barriers to entry for makers.
- a demonstrated demand of the services, equipment, and space being created or expanded.
- Proof of current or committed funding sources in an amount that is equal to or greater than 30% of the requested grant amount.

The applicant must ensure the program summary clearly articulates the Project in order for the reviewers to properly evaluate the proposal. Failure to do so may reduce the applicant scoring under this criterion.

#### **Business Experience (10%)**

The applicant must present information describing the experience and qualifications of the organization to carry out the proposal. The application should include the following information:

Biographies or Resumes of Major participant(s). The applicant should provide a one-page bio or resume showing only relevant experience of the owner. Major participants can be defined as the business owner, organization leader, financial management officer, and/or Project manager/daily supervisor of the proposed Project.

Proof of Capability. Applicants are also encouraged to provide proof of capability such as (but not limited to) public records of accomplishments, public citations, and/or letters of referrals as attachments in the proposal. Failure to do so, may reduce the applicant scoring under this criterion.

#### Financial Viability (20%)

The applicant must upload all required financial documents which include projected or current operating costs for a minimum of three years (if in business for less than 3 years, provide current and projected to equal 3 years) for review to determine financial viability.

Additionally, the applicant must submit a budget and budget narrative. The budget narrative must provide justifications for all budget items in sufficient detail to enable the proposal reviewers to evaluate the appropriateness of the funding requested. The budget justification must be brokenout and detailed using the same budget categories as the template provided. Costs must align. If one or more documents are missing or omitted, it may reduce the applicant scoring under this criterion. All costs included in the proposed budget must be allowable, allocable and reasonable. Each item of cost must be accompanied by a sufficiently detailed description in the budget narrative and align to enable proposal reviewers to determine if the cost is allowable, allocable and reasonable. One-word descriptions are not adequate for justifying costs or narrative descriptions. Each budget item should be broken out and described fully so that there is no ambiguity or question regarding its relevance or reasonableness to the Project and its objectives.

#### **Community Impact (20%)**

The applicant must be able to illustrate the following:

- The funding towards the proposed Project will increase the manufacturing or creation of a type or types of products, art, or content;
- The Project will create access to materials, space, or equipment that could be otherwise difficult to acquire
- To meet the programs priorities in which qualified operators can grow their marketplace impact and capacity

#### X. Anticipated Announcement and Award Notification

Anticipated time for processing applications is thirty (30) to forty-five (45) days after date of application close. DMPED anticipates notification of awards on or before September 7, 2019.

DMPED will send a Response Letter to eligible applicants, informing them of their status in the review process and requesting the following supplemental documentation:

- 1. Proof of Insurance See Article **XVII**.
- 2. Automated Clearing House (ACH) Form Approved awardees will receive disbursed tranches<sup>4</sup> via an electronic transmission to the bank account designated for this grant. To establish this transfer, approved awardees must fully complete and submit an ACH Form that includes the signature of an authorized representative from their financial institution.
- 3. EEO Policy Statement Applicants are required to sign an Equal Employment Opportunity (EEO Statement) with the Office of Human Rights.
- 4. Grant Agreement draft template can be found here: <u>www.greatstreets.dc.gov.</u>

In order to remain eligible for this grant, all supplemental documentation must be submitted to DMPED within 7 business days of the Response Letter. An applicant that cannot provide these materials **WITHIN 7 BUSINESS DAYS** will be deemed ineligible to receive grant funds.

#### XI. Amount of Award

Award amount will vary by applicant but will not exceed the available amount of \$1,000,000.00\_\_\_

#### XII. Terms and Conditions

Funding for this grant is contingent upon continued appropriations to the grantor. This RFA does

<sup>&</sup>lt;sup>4</sup> The disbursement schedule will be outlined in the executed grant agreement

not commit DMPED to make a grant award.

DMPED reserves the right to accept or deny any or all applications if it is determined to be in the best interest of DMPED to do so. DMPED shall notify the applicant if it rejects their application. DMPED reserves the right to suspend or terminate an RFA.

DMPED reserves the right to issue addenda and/or amendments subsequent to the issuance of this RFA, or to rescind this RFA.

DMPED shall not be liable for any costs incurred in the preparation of applications in response to this RFA. The applicant agrees that all costs incurred in developing the application for this grant are the applicant's sole responsibility.

DMPED may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.

DMPED shall provide the citations to the statute and implementing regulations that authorize the grant or sub-grant; all applicable federal and District regulations and payment provisions identifying how the grantee will be paid for performing under the grant agreement; reporting requirements, including programmatic, financial, and any special reports required by DMPED; and compliance conditions that must be met by the grantee. If there are any conflicts between the terms and conditions of this RFA and any applicable federal or local laws or regulations, or any ambiguity related thereto, then the provisions of the applicable laws or regulations shall control, and it shall be the responsibility of the applicant to ensure compliance.

DMPED reserves the right to withhold funds and/or withdraw a grant award to applicants who change vendors during the period of performance prior to submission and approval by DMPED.

#### **XIII.** Point of Contact

DMPED Grants Team Phone: (202) 724-8111

Email: <a href="mailto:dmpedgrants@dc.gov">dmpedgrants@dc.gov</a>

#### **XIV.** Total Allocation for Grants:

\$1,000,000.00

#### **XV.** Minimum Requirements

Eligible applicants must meet the following minimum requirements to be considered for a grant:

- Registered business in Good Standing with the DC Department of Consumer and Regulatory Affairs (DCRA), the Office of Tax and Revenue (OTR), the Department of Employment Services (DOES), and Internal Revenue Service (IRS), and maintain their Good Standing status with the aforementioned agencies throughout the pre-award process and the grant's period of performance.
- Must be a business registered in the District of Columbia.

- Retain site control of the business property either through fee simple ownership or an executed contract or lease with the property owner with a minimum unexpired term of at least two (2) years. Applicants who lease their business property are required to submit a notarized affidavit from their landlord authorizing the proposed improvement project.
- Provide proof of property and liability insurance (an insurance quote is permitted for new businesses) compliant with the requirements set forth in Section XVII of this RFA).

#### **Content and Form of Application Submission**

- Content Requirement: The Application must provide sufficient information for the agency to make a determination of merit of the proposal.
- Complete Application Applications should include the elements for each section to be eligible for the maximum consideration. Applications that fail to include all the necessary elements may not be reviewed or considered and may be disqualified.

#### XVI. Grant Disbursement

DMPED expects to award multiple grants under this program. Grant award sizes will vary by applicant.

The period of agreement of each grant will be from the date of grant execution and shall remain in effect through September 30, 2020. The District's financial obligation for the grant will be from the date of execution through September 30, 2019.

Grant funding will be disbursed to the grantee based on award amount in tranches. The grant award will be disbursed at the time of grant execution in quarters, thirds, or halves provided expenditures are allowable expenses and grantee adheres to the disbursement process.

Vendors(grantees) receiving purchase orders on or after April 30, 2019 must submit invoices electronically through the vendor portal: <a href="https://vendorportal.dc.gov">https://vendorportal.dc.gov</a>. Vendors are required to register on the vendor portal prior to submitting an invoice.

#### XVII. Certifications and Assurances

#### **INSURANCE**

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-/VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or selfinsurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

- 1. Commercial General Liability Insurance ("CGL") The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- 2. <u>Automobile Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence

combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

<u>Employer's Liability Insurance</u> - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

- 4. Cyber Liability Insurance The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
- 5. Environmental Liability/Contractors Pollution Liability Insurance The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

#### The Government of the District of Columbia

# And mailed to the attention of: Office of the Deputy Mayor for Planning and Economic Development Attention: Contracts, Procurement and Grants 1015 Half Street SE, Suite 675, Washington, DC 20003

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

Nondiscrimination in the Delivery of Services - In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall on the grounds of race, color, religion, nationality, sex, or political opinion be denied the benefits of, or be subjected to discrimination under, any program activity receiving DMPED funds. The grantee shall comply with all of the applicable District and Federal statutes and regulations as may be amended from time to time including, but not limited to The Americans with Disabilities Act of 1990, The Hatch Act, Chap. 314, The Occupational Safety and Health Act of 1970, Lobbying Disclosure Act, Drug Free Workplace Act of 1988, District of Columbia Human Rights Act of 1977 and the DC Language Access Act of 2004.

Approved	Date
John Falcicchio	
Interim Deputy Mayor for Planning a	and Economic Development
Disapproved	Date
John Falcicchio	