

## **FY20 Neighborhood Prosperity Fund (NPF)**

### **REQUEST FOR APPLICATIONS (RFA)**

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**Release Date of RFA:** Friday, July 24, 2020

**RFA ID #:** DMPED – NPF20

**Submission Deadline:** Thursday, August 13, 2020

***Please note that all applications must be submitted electronically. Incomplete applications or those submitted after the deadline will not be accepted.***

**Submission Details:** Please submit your proposal electronically from where there will be a link to apply for the grant. The RFA can also be downloaded from DMPED's website: <https://dmped.dc.gov/service/grant-opportunities>. All grant submission questions can be submitted to <https://dmped.dc.gov/service/grant-opportunities> or [sandra.villarreal@dc.gov](mailto:sandra.villarreal@dc.gov)

**Point of Contact:** Sandra Villarreal, Grants Manager  
**Phone:** (202) 727-6365  
**E-mail:** [dmped.grants@dc.gov](mailto:dmped.grants@dc.gov)

**Availability of RFA:** Download from ODMPED's website, [www.dmped.dc.gov](http://www.dmped.dc.gov),

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## I. Introduction

The Office of the Deputy Mayor for Planning and Economic Development (DMPED) invites the submission of proposals for the Neighborhood Prosperity Fund (NPF) pursuant the Neighborhood Property Initiative Act of 2018" effective Oct 30, 2018 (D.C Law 22-168; DC Official Code § 2-1210.71).

In the DC Economic Strategy, the administration's vision is to become the "global model for inclusive prosperity," and is guided by two measurable goals. One of the two goals is to reduce unemployment across wards, races and educational attainment levels. NPF incentivizes community development, economic growth, and job creation through the use of local funds to provide financing for projects that attract private investment to distressed communities. The Office of the Deputy Mayor for Planning and Economic Development welcomes submissions of proposals aimed at accomplishing these outcomes.

DMPED will fund projects for non-residential components of a mixed-use project in targeted census tracts greater than 10% unemployment. **The grant provides necessary funding only for the commercial component of development projects.**

**Available funds:** A maximum of \$3 million is available for application toward mixed-use real estate projects in targeted census tracts.

**Minimum application request = \$250,000.00**

1. *Applicants are able to request more than minimum amount.*
2. *Preference will also be given to projects that improve fresh food access (e.g. via grocery, sit-down or fast casual restaurants) or significantly support local businesses/entrepreneurs. For example, one project may be selected for the full amount of available grant funds based on the scale and impact.*
3. *DMPED will award 1 or more grants for an aggregate total of \$3,000,000.00.*

## II. Eligibility

1. Projects must be within the boundaries of the Neighborhood Prosperity Fund (see map at <http://arcg.is/OLz80>)
2. Eligible Projects
  - a. Mixed-Use: A building used for both residential and non-residential purposes. It provides more than one use or purpose within a shared building or development area. These mixed-use projects may include any combination of housing, office, retail, recreational, commercial, or industrial components. **The Neighborhood Prosperity Fund only funds the commercial portion of a development project.**
  - b. Commercial Projects: Defined as retail, and/or office space. Retail applicants include, but are not limited to:
    - Retail Stores – clothing, jewelry, toys, hardware
    - Cafes
    - Grocery Stores
    - Drugstores/Pharmacies
    - Sit Down Restaurants
    - Coffee Shops
    - Businesses with cultural uses
3. 50% of the tenants must be identified and/or secured through letters of intent evidenced by executed lease agreements or executed commitments to lease.
  - a. *Preference will also be given to projects that improve fresh food access (e.g. via grocery, sit-down or fast casual restaurants).*
4. The developer of the project which is the subject of the grant application must commit to commence construction on the project within 18 months of the date of the executed grant agreement.
5. The developer of the project which is the subject of the grant application must demonstrate a commitment to support the sustainability of local business tenancy by providing specific amenities and/or inducements, which may include rent concessions or abatements, flexible lease terms, etc.

### **III. Eligible Applicants**

- 501(c) (3) non-profit corporations.
- Joint ventures, partnerships, and limited liability types of companies, corporations, for-profit and non-profit developers.
- Be a registered business in Good Standing with the DC Department of Consumer and Regulatory Affairs (DCRA), the DC Office of Tax and Revenue (OTR), the DC Department of Employment Services (DOES), and the federal Internal Revenue Service (IRS).
- Proof of property and liability insurance (an insurance quote is permitted for new businesses) compliant with the requirements set forth in the grant application.
- Site control of the business property: Deed, Contract of Sale, Option to Purchase, a fee simple ownership or an executed contract or lease with the property owner with a minimum unexpired term of at least fifteen (15) years.

### **IV. Eligible Use of Funds**

Funds can also be used to pay for design and construction. Invoices or expenses paid prior to this date are ineligible. The use of funds includes, but is not limited to:

- Architectural and engineering
- Construction costs
- Tenant Improvement
- Historical preservation build out
- Development analysis
- Market studies
- Can be used for up to 3 years to stabilize market rent (rent abatement)

NOTE: Development consultant fees shall be limited to no more than 10% of the full predevelopment budget- unless requested exception is agreed upon by DMPED.

### **V. Ineligible Projects**

DMPED will not fund the following commercial types of projects:

- Adult entertainment
- Banks
- Hotels
- Nightclubs
- Cell phone providers
- Seasonal business providers
- Tax preparation businesses

**VI. Ineligible Use of Funds**

Funds cannot be used to pay for the following items:

- Federal and District taxes
- Any costs to satisfy liens and related penalties
- Government impositions
- Organizational overhead
- Food
- Equipment
- Organizational capacity building
- Transportation
- Debt service

DMPED reserves the right to review and approve or disapprove of fund uses.

**VII. Service Areas**

Grants are offered to qualified applicants located within the following map: See NPF map <http://arcg.is/OLz80>

**VIII. Grant Disbursement**

DMPED will award 1 or more grants for an aggregate total of \$3,000,000.00.

**IX. Application Review & Awards**

To ensure fair assessment of grant applications, DMPED will convene a diverse review panel to evaluate eligible applications and submit recommendations for funding. The review panel will consist of neutral, qualified individuals selected for their knowledge of the District’s community, their experiences in grant-making and program development, and their familiarity with funding priority areas set forth in this RFA. The panel members will review and score applications and submit recommendations for grant awards to the Deputy Mayor. The final funding decision cannot be contested or appealed.

**Post Application Process:** Upon receipt and intake of an application DMPED Staff will review, analyze and evaluate each application. **The evaluation process has three (3) steps:**

1. Initial Review (Pre-Screen) – the application will be reviewed for basic eligibility
2. Review Phase – applications will be analyzed by on general requirements of RFA and score under the following:

**SCORING CRITERIA**

- *Capacity of the Applicant – 20*
- *Capacity of Development Team – 15*

- *Market & Financial Feasibility of the Project – 20*
- *Proposed job creation & tax revenues – 20*
- *Use of Certified Business Enterprises (CBE) – 5*
- *Improve food access in Ward 7 or Ward 8 – 10*
- *LOIs/ Executed Commitments to Lease with local businesses looking to scale (Also includes amenities and/or inducements, which may include rent concessions or abatements, flexible lease terms, etc.) – 10*

**Total Points - 100**

3. Analyze scores of each applicant from highest to lowest. The applicants which fall into the top 25% will be eligible for funding.

*Based on the external and internal review panel recommendations, the Mayor’s budget priorities, the resources available, the goal of achieving a balance as to communities served, and the goals of the program, DMPED will make the final funding decision. The Great Streets Director and DMPED leadership will submit recommendations to the Deputy Mayor for Planning and Economic Development for final approval after taking into consideration the external independent review panel’s recommendations. The final funding decision cannot be contested or appealed.*

**X. Post Award**

*Certified Business Enterprises* - The Applicant selected by the District to enter into a grant agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C.Official Code §§ 2-218.01et seq.("CBE Act"). Pursuant to the CBE Act, the selected Applicant shall subcontract to Small Business Enterprises ("SBEs") at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by subcontracting 35% to qualified Certified Business Enterprises ("CBEs").

The District's Department of Small and Local Business Development ("DSLBD") determines which entities qualify as SBEs and CBEs pursuant to the CBE Act. Applicants are encouraged to exceed the District's SBE/CBE subcontracting requirements. Applicants must sign the Acknowledgement Form attached under NPF forms on [dmped.dc.gov](http://dmped.dc.gov)

**XI. Application Requirements**

Section 1: Executive Summary on how the proposed project will have a catalytic effect

Section 2:

**A. Development Team Identities and Details**

Development Partners: Identify any and all development partners for the Project. Please identify (a) the decision making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.

Tenant Partners: If applicable, identify any proposed tenant(s) for the Project.

Financial Partners: If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.

Design Team: If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.

Other relevant team members: If applicable, please identify.

*For each team entity identified in the section above, Applicants shall identify the following for the point-of-contact at each entity:*

First and last name

Business Address

Business Telephone Number

Business Email address

Business Title

Experience – list similar projects, including: square footage, estimated development costs, projected or completion date, and the role in the project

The applicant shall provide information that explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the Project, and the overall management of the team.

**B. Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults**

The applicant shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the bidding team's entities or affiliates (listed above in "Applicant Team Identities & Details").

**C. Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters: and Drug Free Workplace Requirement form.**

The applicant shall must complete a certification form regarding any ongoing legislation or knowledge of threatened litigation in which the District is a party that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise the Applicant.

**D. Organization Status**

The applicant shall provide the status of the primary entities (developers, tenants, etc.) (whether a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other) indicating under which laws they are organized and operating, including a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such



jurisdiction and a certificate of good standing showing that it is registered in the District.

**E. Organizational Chart and Bios**

The applicant shall provide an organizational chart showing key personnel from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the Project and a brief bio for each person outlining relevant experience.

Section 3: Project Specific Market Study – applicants must submit at their own cost an independent, third party analysis with a focused assessment of the project to include and expound on:

- A concise description of the site and the immediate surrounding areas
- A detailed summary of the project including its immediate funding need
- A detail summary of how project will assist in the reduction of unemployment.
- A detail summary of how “but for” the NPF will not immediately move forward
- A precise statement of key conclusions reached by the analyst and a statement of opinion of market feasibility, including the estimate of the long term performance of the project, given commercial, housing, demographic trends, and economic factors
- A summary of market related strengths and weaknesses which may influence the project’s marketability, including compatibility with surrounding uses, the appropriateness of the project’s locations, including (where applicable) unit sizes, number of units, commercial square footage and usage, number of housing units and zoning recommend

Section 4: Development pro forma financial statement (an active excel document)

Section 5: Sources and Uses of Funds

Section 6: Submit total support/incentives received from the District of Columbia in the past three (3) years: list year, amount awarded, and purpose for support/incentive.

Section 7: Site Control - An Applicant must exhibit site control of the project through one of the following forms:

- a. Deed
- b. Contract of Sale
- c. Option to Purchase
- d. Executed Lease with at least five years remaining on the term

Section 8: Submit Clean Hands Certification: Each applicant must be a 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 the Internal Revenue Service (IRS)

Section 9: Submit Geographic Location of Project – proposed or existing projects must be within the NPF boundary with direct frontage. To check if a project falls within a NPF boundaries, check the Neighborhood Prosperity Fund Boundary Map: NPF Map at <http://arcg.is/OLz80>

Section 10: Submit proof of property and liability insurance

## **XII. Submission Guidelines**

All applications must be submitted digitally.

Applications must be submitted electronically no later than **Thursday, August 13, 2020 at 12:00 PM (DST)**. All applications will be recorded upon receipt. Applications received after 12 PM (DST) sharp on August 13, 2020 will not be considered or forwarded to the review panel for consideration. 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, and/or out of order submissions.

DMPED advises prospective applicants to not upload documents using Dropbox or similar applications due to access issues. For assistance with completing an application, please contact Sandra Villarreal.

## **XIII. Contact Person**

Sandra Villarreal, Grants Manager  
Phone: (202) 727-6563  
Email: [dmped.grants@dc.gov](mailto:dmped.grants@dc.gov)

## **XIV. Terms and Conditions**

Funding for this grant is contingent on continued funding from the grantor. This RFA does not commit DMPED to make a grant award.

DMPED reserves the right to accept or deny any or all applications if DMPED determines it is 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 outstanding 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 may enter into negotiations with an applicant and adopt a firm funding amount or other revisions to the applicant's proposal that may result from these negotiations.

DMPED shall provide the citations to the statute and implementing regulations that authorize the grant or sub-grant; all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 180, 2 CFR 225, 2 CFR 220, and 2 CFR 215 1 DCMR 50; 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 law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

## **XV. Scoring Criteria**

Once an application has been screened for basic eligibility, projects will be evaluated on the following criteria:

- Capacity of the Applicant – 20
- Capacity of Development Team – 15
- Market & Financial Feasibility of the Project – 20
- Proposed job creation & tax revenues – 20
- Use of CBE's - 5
- Improve food access in Ward 7 or Ward 8 10
- LOIs/ Executed Commitments to Lease 10  
with local businesses looking to scale (Also includes amenities and/or inducements, which may include rent concessions or abatements, flexible lease terms, etc.)

**Total Points -**

**100**

Upon approval of an application by DMPED, DMPED will issue a grant agreement to the applicant explaining the terms and conditions of the grant. The grant agreement must be signed and returned within 10 days of the date the grant agreement is emailed to the grantee or the offer may be withdrawn. Upon full execution of the grant agreement and any associated documents, grant disbursement will begin.

## **XVI. 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor. 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 self-insurance, 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 including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DMPED should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - 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. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

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.

Employer's Liability Insurance - 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. 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 emailed to [dmped.grants@dc.gov](mailto:dmped.grants@dc.gov) the attention of:  
Office of the Deputy Mayor for Planning and Economic Development  
Contracts, Procurement and Grants Department**

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 District.