



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

FY23 Neighborhood Prosperity Fund (NPF)

REQUEST FOR APPLICATIONS (RFA)

Release Date of RFA: **Monday, January 30, 2023**

RFA ID #: **DMPED – FY23-03 NPF**

Grant Orientation: Please refer to the Great Streets website, greatstreets.dc.gov.

Submission Deadline: **Friday, March 3, 2023 at 5:00 pm (ET).**

All applications must be submitted electronically. Hand delivered or mailed applications will not be accepted.

Incomplete applications or those submitted after the deadline will not be accepted. Applicants are encouraged to submit applications at least one hour before the Funding Announcement closing time at 5:00 PM ET. Applications that encounter technical system errors must be reported to the GrantVantage Support desk using this email: Support@grantvantage.com

Due to the variance of applicant internet speeds, applications with many attached documents will take time to process. Applicants are cautioned to submit their application at least 15 minutes before the closing time to allow the application to process through to DMPED. If you submit your application minutes before the announcement deadline time, the announcement may close in the middle of processing your application. If this occurs, WDC-DMPED will not receive your application.

We encourage all applicants to submit no later than 1:00 PM ET to ensure sufficient time for the technical assistance team to respond to any technical system errors. The Grants team nor the Great Streets Director will be available to respond to inquiries after 1:00 PM ET. Please attend the Information Sessions prior to the submission deadline for additional information.

All applicants must read the GrantVantage Applicant Instructions, located in the Funding Announcement Attachments, so applicants understand how to Begin an Application, Complete an Application, and Submit an Application.

Examples of events that would NOT be considered 'Technical System Errors':

- Failure to follow funding opportunity instructions
- Failure to follow Application Instructions
- Local internet problem at the time of submission on deadline day
- Unable to see final application "Submit" button
- Forgot Username or password credentials
- Security locked out of system resulting from forgetting password – too many wrong attempts
- Failure to notify the GrantVantage Support Desk (Support@grantvantage.com) prior to 1-hour of submission deadline
- Closing application during the submission process while the "Processing" indicator is still active

Submission Details:

Online submissions only. Please submit your complete application (including attachments) through the GrantVantage portal on the website for the Office of the Deputy Mayor for Planning and Economic Development: dmped.dc.gov.

Point of Contact:

DMPED Grants Team
Phone: (202) 727-8111
E-mail: dmped.grants@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 - dmped.dc.gov
- Great Streets - greatstreets.dc.gov

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Introduction

The Deputy Mayor for Planning and Economic Development (DMPED) invites the submission of proposals for the Neighborhood Prosperity Fund (NPF) pursuant to DC Official Code §2-1210.71. NPF incentivizes community development, economic growth, and job creation by leveraging local funds to provide gap financing for projects that attract private investment to distressed communities.

Funding Priorities: The FY23 Neighborhood Prosperity Fund Grant identified the following program funding priorities and three-pronged investments strategy to support our communities.

Economic Growth and Employment

The administration’s vision is to become the “global model for inclusive prosperity”. The administration’s priority is to: (1) grow a vibrant and resilient economy driven by private sector expansion and (2) reduce unemployment across wards, races and educational attainment levels. DMPED will fund projects to fill the gaps in non-residential components of a mixed used project or commercial development project in targeted census tracts (identified later) with greater than 10% unemployment. Food Access and Security

Mayor Bowser released the “Food Access & Food Security in the District of Columbia: Responding to the COVID-19 Public Health Emergency” report¹ that outlined the current state of food security in the District. Food insecurity is a chronic condition that existed before the onset of the public health emergency, when 10.6% of District residents were food insecure.

COVID-19 has exacerbated food insecurity in the District, with even higher rates among vulnerable populations, including the elderly, children, undocumented individuals, and unhoused individuals.

DMPED will seek to fund projects whose activities will provide healthy food-related goods and services in communities that: (1) lack access to healthy food options; (2) indicate patterns of non-healthy food consumption (such as low rates of fruit and vegetable consumption); (3) suffer from poor health indicators (such as high rates of obesity, diabetes and other diet-related chronic disease); (4) have high concentrations of persons participating in food assistance programs (for instance, Supplemental Nutrition Assistance Program; Women, Infants, and Children food packages; school lunch programs); or (5) demonstrate other indications of need for healthy food interventions.

¹ Food Security Report - Food Access & Food Security in the District of Columbia: Responding to the COVID-19 Public Health Emergency (September 2020). <https://dcfoodpolicy.org/foodsecurity2020/>

Healthcare Equity

The inaugural Health Equity Report for the District of Columbia (DC HER) 2018² provided a baseline assessment of health equity and opportunities for health in Washington DC. For Driver 7 – Medical Care, the report indicates that major investments over the past decade mean that primary care service supply and availability has expanded across the District, enough for the resident population. However, gaps persist, particularly in specialty services and urgent care.

The March of Dimes issued its “Nowhere to Go: Maternity Care Deserts Across the U.S.” report³ discussing the unequal access to maternity care found throughout the nation, highlight current research, and elevate its impact on maternal and baby health. Although the District is not considered a maternal health desert, Ward 7 and 8 lags the rest of city for services. Access to quality maternity care is a critical component of maternal health and positive birth outcomes.

Here also, COVID-19 is influencing the District and its response to think more critically and holistically about improvements in maternal and infant care.

DMPED will seek to fund projects whose activities will provide investment in healthcare infrastructure, including the construction, renovation, or expansion of upcoming health center projects serving low-income people and communities lacking adequate access to affordable care and provision of urgent care and/or maternal health care services.

Eligibility: Eligible applicants include 501(c)(3) non-profit corporations, joint ventures, partnerships, cooperatives, and limited liability types of companies, corporations, and for-profit and non-profit developers.

Eligible Projects are defined as projects that combine two or more of the following types of development: mixed used (commercial portion only), retail, food services office, or special purpose developments limited to urgent care centers and other health or medical facilities. Projects must be within the statutory boundaries of the Neighborhood Prosperity Fund.

Prospective applicants can verify their location eligibility via the interactive mapping tool found at <http://arcg.is/OLz80>. Projects located outside of a qualifying Neighborhood Prosperity Fund statutory boundary will not be considered.

Award: 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. DMPED will award up

\$4,000,000.00 total in grants to be disbursed to successful applicants of the FY23 Neighborhood Prosperity Fund. Minimum request per application is \$600,000.00.

² Health Equity Report for the District of Columbia (DC HER) 2018 (February 2019).
<https://app.box.com/s/yspij8v81cxqyeb17gj3uifjumb7ufsw>

FY 2023 Funding

DMPED will award one (1) or more grants for an aggregate total of \$4,000,000.00.

The minimum application request is \$600,000.00.

I. Submission Guidelines

All applications must be submitted via the online application system. All attachments must be submitted in Adobe Acrobat PDF format or Excel format (.xls or .xlsx). Any other formats will deem the submission incomplete.

All electronic applications must be submitted no later than Applicants must submit a completed online application to DMPED via the GrantVantage portal no later than 5:00 PM ET on **Friday, March 3, 2023**. All applications will be recorded upon receipt. Any applications received after the deadline 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, and/or out-of-order submissions.

DMPED is not responsible for malfunctions of the online platform. DMPED advises prospective applicants not to upload any documents using Dropbox or similar applications due to access issues. In addition, please utilize read-only, non-modifiable format PDF files only for any attachments to your application. Applicants must submit individual .PDF files only when attaching files to their application. DMPED will not accept any attachments that contain files within a file, such as PDF Portfolio files, or an interactive or fillable .PDF file. **Any attachments uploaded that are not .pdf files (unless otherwise requested) or are password protected files will not be read.**

II. Eligible Projects

Eligible projects include the following:

A. Eligible Projects

For the purposes of this Request for Applications, Eligible Projects are defined as projects that combine two or more of the following types of development: mixed used (commercial portion only), retail, office, or special purpose developments limited to urgent care centers and other health or medical facilities.

1. Mixed Use Projects

For the purpose of this RFA, mixed use projects must create a minimum of four (4) housing units and at least one fourth (1/4) of the units designated as affordable

housing units. Again, the Neighborhood Prosperity Fund will fund the commercial portion of a development project only.

Retail Projects

For the purposes of this RFA, retail property is a commercially zoned property used solely for business purposes, more specifically the sale of goods/products. Retail applicants include, but are not limited to:

- Retail Stores
- Cafes
- Grocery Stores
- Pharmacies
- Sit Down Restaurants
- Coffee Shops

2. Office Projects

For the purpose of this RFA, office projects and classification will be considering the location of the building, current built environment, and economic health of the market.

3. Special Purpose Projects

For the purposes of this RFA, DMPED will utilize the Small Business Administration's definition of a special purpose property as "a property that is appropriate for one use or limited use: a building that cannot be converted to another use without a large capital investment."

Additionally, DMPED has limited its funding to urgent care centers and other health or medical facilities that provide maternal health care.

B. Location

Projects must be within the statutory boundaries of the Neighborhood Prosperity Fund. Prospective applicants can verify their location eligibility via the interactive mapping tool found at <http://arcg.is/OLz80>. **Projects located outside of a qualifying Neighborhood Prosperity Fund will not be considered.**

C. Tenants

The developer of the project 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.

At least 50% of the tenants must be identified and/or secured through letters of intent evidenced by executed lease agreements or executed commitments to lease. Preference will also be given to developers who commit to securing locally minority-owned or women-owned businesses.

D. Construction

The developer of the project must commit to commence construction on the project **within twelve (12) months of the date of the executed grant agreement.**

III. Ineligible Projects

DMPED will not fund the following commercial types of projects:

- Adult entertainment
- Banks
- Hotels
- Nightclubs
- Cell Seasonal business providers
- phone providers
- Tax preparation businesses
- Theatres
- Sports arenas
- Religious facilities
- Schools
- Hospitals
- Processing plants
- Refineries
- Any project deemed ineligible by DMPED in its sole discretion

IV. Eligible Applicants

Eligible applicants include the following:

- 501(c)(3) non-profit corporations
- Joint ventures, partnerships, cooperatives, 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).
- Provide proof of property and liability insurance (an insurance quote is permitted for new businesses) compliant with the requirements set forth in the grant application.
- Provide site control of the business property. For the purposes of this RFA, site control means the applicant has either obtained an enforceable right to use a parcel of land for the purpose of the project facility for the life of the project facility. This right must be given formally in writing. Verbal permission is not sufficient.

Site control may be evidenced by either a Contract of Sale, Letter of Intent, Option to Purchase Agreement, a fee simple ownership, general warranty deed, or an executed contract or lease with the property owner with a minimum unexpired term of at least ten (10) years.

Note: Applicants that received Neighborhood Prosperity Fund awards within the last three (3) years are ineligible to apply for an awarded project.

V. 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 following are eligible funding uses:

- | | |
|--------------------------------------|---|
| ▪ Architectural and engineering | ▪ Development analysis |
| ▪ Construction costs | ▪ Rent abatement for up to 3 years to stabilize market rent |
| ▪ Tenant Improvement | |
| ▪ Historical preservation builds out | |

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

VI. Ineligible Use of Funds

Funds cannot be used to pay for the following items:

- | | |
|--|------------------------------------|
| ▪ Acquisition/Purchase of real property | ▪ Organizational overhead |
| ▪ Federal and District taxes | ▪ Food |
| ▪ Any costs to satisfy liens and related penalties | ▪ Equipment |
| ▪ Government impositions | ▪ Organizational capacity building |
| | ▪ Transportation |
| | ▪ Debt service |

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

VII. Grant Disbursement

DMPED will award one (1) or more grants for an aggregate total of \$4,000,000.00. Funds will be allocated based on size of project.

VIII. Application Overview

DMPED is requesting applications with the following sections in PDF format to respond to the FY23 NPF RFP. Applications will be evaluated based on the following criteria outlined below. Failure to demonstrate how the proposed Project meets these criteria may reduce the application's score.

Applications should be prepared on 8 ½ by 11-inch page format, using 11 – or -12-point Arial, Calibri, or Times New Roman type and submitted electronically to DMPED through Blackbaud.

The application includes only the requested information below:

- Cover page with the Contact Information for the Applicant
 - Business Name
 - Key Contact
 - Mailing Address
 - Telephone
 - Email
- Narrative for FY23 Neighborhood Prosperity Fund Application
 - Executive Summary
 - Project Description
 - Development Team Identities and Details
 - Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults
 - Market & Financial Feasibility of the Project
 - Proposed Job Creation & Economic Benefits
 - Use of CBE's
 - Improve Food or Healthcare Access in an Eligible Neighborhood Prosperity Fund Census Tract
 - Local Business & Community Outcomes
 - Exhibit A: Development Team
 - A-1: Development Team Resumes
 - A-2: Organization Chart
 - A-3: Design Team Resume

- A-4: Organizational Documents including Certificate of Good Standing
- Exhibit B: Development Pro-Forma
- Exhibit C: Sources and Uses
- Exhibit D: Evidence of Site Control
- Exhibit E: Financial Partners
- Exhibit F: Local Business Tenancy
 - Exhibit F-1: Name of Business(es) and Letter(s) of Intent
 - F-2: Lease Terms evidencing rent reductions, abatements, amenities and/or option to purchase their properties

IX. Application Section

Capacity of the Applicant & Project Description – 15 pts.

Executive Summary

The applicant must ensure the Executive Summary clearly articulates the project in order for the reviewers to properly evaluate the proposal. Failure to so may reduce the applicant scoring under this criterion.

Description of Project

The applicant should describe and fully explain the project being proposed in a project summary which includes the following items:

- Location of the proposed or existing project indicating it is within the NPF boundary with direct frontage. Applicant must exhibit site control of the project through one of the following forms:
 - Contract of Sale
 - Letter of Intent
 - Option to Purchase Agreement
 - Fee simple ownership
 - General warranty deed
 - Executed contract or lease with the property owner with a minimum unexpired term of at least ten (10) years

To check if a project falls within a NPF boundaries, check the Neighborhood Prosperity Fund Boundary Map: NPF Map at <http://arcg.is/OLz80>.

- Explain how funding towards the proposed project will have a catalytic effect including, but not limited to, the activation in a retail priority area to positively enhance the neighborhood and community, identification of and furtherance of the

FY23 NPF investment strategy as outlined in Section I.A of the RFA, and/or community and/or market stabilization.

- 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, and a strong likelihood of achieving the desired outcome.

Capacity of the Development Team- 15 pts.

The Applicant shall provide the status of the primary entities (developers, tenants, etc.), whether it is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other and indicate under which laws it is organized and operating, and 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.

Additionally, 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.

1. Development Partners

Identify 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.

2. Tenant Partners

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

3. Financial Partners:

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

4. Design Team:

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

5. 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.

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 "Development Team Identities and Details").

Market & Financial Feasibility of the Project- 20 pts.

Applicants must submit:

- A concise description of the site and the immediate surrounding areas
- A detailed summary of the project including its immediate funding gap
- 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 recommended
- A detail summary of how project will assist in the reduction of unemployment

- A detail summary of how NPF’s “but for” has a role in the project’s ability to move forward
- Development pro forma financial statement
- Sources and Uses of Funds
- Total support/incentives received from the District of Columbia in the past three (3) years: list year, agency/entity, grant/funding program, amount awarded, and purpose for support/incentive.

Applicant must submit an independent third-party analysis with a focused assessment of the project. The analysis must have been acquired at Applicant’s own cost. **DMPED will not consider any application without the third-party analysis.**

Proposed Job Creation & Tax Revenues – 20 pts.

Discuss and quantify, as best as possible,

- The number of direct jobs (either in the aggregate or on average for the project financed) that will be created or retained.
- Temporary jobs (e.g., construction) and permanent jobs.
- Whether or not the jobs provide living wages (e.g., the minimum hourly wage necessary for an individual to meet basic needs, including housing, nutrition, daily living expenses and other incidentals such as clothing, for an extended period of time) and/or employment benefits (e.g., health insurance, retirement benefits, employee stock ownership, etc.). Also, discuss the extent to which jobs created through will provide opportunities for training and advancement (particularly for low-skilled workers).
- The extent to which the jobs created or retained will be targeted and/or available to Low-Income Persons, residents of low-income communities, people with lower levels of education, and people who face other barriers to employment (e.g., longer term unemployed, persons with prior justice system involvement, person currently or previously experiencing homelessness, persons with mental health needs, and/or persons with a history of substance use).
- Quantify the provision of commercial goods or services, particularly to low-income communities the types of commercial goods and services

(e.g., access to retail, restaurants, or pharmacies, etc.) expected to be provided, and how they will benefit residents of Low-Income Communities or Low-Income Persons.

Use of CBE's – 10 pts.

Applicant must submit a statement explaining the extent to which the Applicant will finance Minority-owned or Minority-controlled businesses, including (in the case of Real Estate Activities) developers, project-sponsors or contractors/subcontractors that are Certified Business Enterprises (CBEs), Minority-Owned or Minority-Controlled.

Improve Food or Healthcare Access in an Eligible Neighborhood Prosperity Fund Census Tract- 10 pts.

Food Access and Security

Quantify (e.g., number of people served, square footage built, etc.) and describe the extent the project, particularly retail outlets such as grocery stores, supermarkets, increase access to fresh and healthy food for Low-Income Persons or Low-income Communities. Indicate how the Applicant will identify and target areas that are Food Deserts or otherwise have demonstrated lack of access to fresh and healthy food.

Healthcare Equity

Quantify (e.g., number of people served, square footage built, etc.) and describe the extent the project, particularly the provision of urgent care and/or maternal health care services for Low-Income Persons or Low-income Communities. Indicate how the Applicant will identify and target areas that are medically underserved or otherwise have demonstrated lack of access to urgent care or maternal health care services.

Local Business & Community Outcomes- 10 pts.

Applicant must submit LOIs/ Executed Commitments to Lease with local businesses looking to scale.

Discuss and quantify, as best as possible,

- The Applicant's proposed tenant mix and leasing plan.
- Describe the efforts to ensure that tenant-businesses, specifically locally owned businesses, Minority-owned or Minority-controlled, and non-profit organizations, will receive rent reductions, abatements, amenities and/or be able to purchase their properties.

- For mixed used projects, quantify (e.g., number of units, percent of affordable units) and describe the extent to which the Applicant’s project provides housing opportunities for Low-income Persons or residents of Low-Income Communities and the extent to which housing will be offered in areas of high housing need including communities with high concentrations of vacancies or foreclosures.
- Quantify (e.g., amount of reduced energy or water use, amount of reduced energy costs by end users, etc.) and describe how the project will remediate environmental contamination (including addressing environmental health in Low-Income Communities); meet Leadership in Energy & Environmental Design (LEED) certification or similar green building standards, and/or directly support the production or distribution of renewable energy resources (e.g., solar, wind, etc.).

X. Scoring Criteria

Applications will be analyzed on the general requirements of RFA and score under the following:

- Capacity of the Applicant & Project Description – 15
- Capacity of Development Team – 15
- Market & Financial Feasibility of the Project – 20
- Proposed job creation & tax revenues – 20
- Use of CBE’s – 10
- Improve food or healthcare access in an eligible Neighborhood Prosperity Fund census tract – 10
- Local Business & Community Outcomes– 10

Total Points - 100

Applicants within the top 25% of scoring will be eligible for funding pending availability of funds.

XI. Application Review

A. Application Review

1. 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; and,
- 4) The application does not fall within the scope the RFA.

2. Independent Review Panel

Approved applications will be reviewed by external independent review panel that will submit scoring, ranking and comments to DMPED.

3. Final Review

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 Director of Great Streets and Retail 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.**

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

XII. Anticipated Announcement and Award Notification

Anticipated time for processing applications is thirty (30) to forty-five (45) days after date of application close. This timeline may be adjusted at DMPED's absolute and sole discretion.

XIII. Certified Business Enterprise Utilization

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 §§ 2-218.01 et 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.

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 www.dmped.dc.gov.

XIV. Total Allocation for Grants

The total allocation for the grant is \$4,000,000.00.

XV. Amount of Award

Up to \$4,000,000.00 may be awarded to a grantee. **Grants funds are considered taxable income for any applicant which pays income taxes.**

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.

XVI. Point of Contact

DMPED Grants Team
Phone: (202) 727-8111
Email: dmped.grants@dc.gov

XVII. 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 after 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 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.

XVIII. Certifications and Assurances

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 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 affected 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 enough 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. MEASUREMENT 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:

**Office of the Deputy Mayor for Planning and Economic Development
Attention: Contracts, Procurement and Grants (Certificates of
Insurance) dmped.grants@dc.gov**

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.