



DC Department of Employment Services
Workforce Development Bureau

**2020 Intermediary Initiative
Request for Applications (RFA)**

RFA No.: DOES-Workforce Intermediate Initiatives 2020

RFA Release Date:
Friday, February 14, 2020

Pre-Application Conference
Department of Employment Services
4058 Minnesota Avenue NE
Washington, DC 20019

Date: Monday, February 24, 2020
Time: 11:00 a.m. to 12:30 p.m.
Attendance is highly encouraged.

Please confirm attendance at: ogagrants@dc.gov

Applicants must submit Letter of Intent to apply no later than
Friday, March 6, 2020 at 2:00 PM via Grants Management System

**Application Submission Deadline:
Friday, March 13, 2020 at 5:00 p.m. EST**

***Applications shall be submitted electronically through the Grants Management
Portal, click here: Grants Management System***

Paper applications will not be accepted.

LATE OR INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED

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Section A: Funding Opportunity Description

Background

The District of Columbia Department of Employment Services' (DOES) mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES prepares District residents for the workforce and connects them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry, career exploration, and academic enrichment through experiential, hands-on programs. DOES is committed to delivering services to District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

DOES seeks to foster economic development and growth in the District of Columbia by providing workforce development services, bringing together employers and job seekers, compensating eligible unemployed and injured workers, and promoting safe and healthy workplaces.

Scope

DOES is seeking grant applications for high quality, structured, and innovative workforce development programs as a part of the DOES Workforce Development Bureau's Intermediate Initiatives. In order to expand innovative programming and meet the demands of District residents, DOES anticipates awarding at least one grant under this solicitation. Based on performance and funding availability, DOES may exercise option years. The components of a successful application are described within this RFA.

The application should include a program narrative. The application should include assurances of compliance with all WIOA regulations and data collection methods (federal, state, and local). Grantees shall track, maintain and provide data on participant eligibility, workforce development milestones, etc. as required by DOES. Additionally, all funded programming must be DOES branded and compliant with DOES standards and all applicable federal and District laws. All applications should be submitted via the Grant Management System by 5:00 pm on March 13, 2020.

The services required for this grant opportunity are described below. Preference will be given to grant applicant that connect to and leverage existing initiatives and the framework of the DC WIOA State Plan and the WIOA statute, as referenced in each respective grant description.

Workforce Intermediate Initiatives:

DOES is requesting proposals for innovative ways to serve Adults and Dislocated Workers as they transition into the workforce, specifically in one or more of the District's six high demand industries, construction, infrastructure (transportation, energy utilities, and energy efficient technologies), hospitality, law enforcement, healthcare, and information technology (IT). Program services in these high demand areas are to encompass at least one (1) of the two (2) intermediate categories listed below:

WORKFORCE INTERMEDIARY INITIATIVES CATEGORIES

(1) CREDENTIAL ATTAINMENT

- **Microsoft Office**
- **Entrepreneurship**

A credential is awarded in recognition of a participant's attainment of measurable technical or industry/occupational skills necessary to obtain employment or advance within an industry/occupation. These technical or industry/occupational skills generally are based on standards developed or endorsed by employers or industry associations.

A recognized postsecondary credential is defined as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal government, or an associate or baccalaureate degree, as well as graduate degrees.

For the purposes of this RFA, DOES will only consider proposals that address Microsoft Office or Entrepreneurship credential attainment.

Microsoft Office credential attainment is for those looking to demonstrate proficiency in using one or more Microsoft Office programs and in deploying Microsoft Office cloud and hybrid solutions.

Entrepreneurship credential attainment is for those looking to become business owners and encompasses (1) Creating a culture of business development based upon geographic supply and demand data; (2) Pre-Assessment of individual interests, mentoring needs and potential barriers to becoming a business owner; (3) Pre-Assessment, training and Post Assessment of Financial Literacy; (4) Business Plan Development; (5) Networking and Membership in a nationally recognized organization; and (6) Obtaining a Business License Credential.

(2) JOB PLACEMENT

Grantee shall perform a range of job development activities in order to successfully place participants in unsubsidized employment. Unsubsidized employment must be work with earnings provided by an employer who does not receive a subsidy for the creation and maintenance of the employment position. Grantee must develop a placement and retention tracking method for unsubsidized employment that incorporates a data collection system used to determine employment retention at monthly intervals, and working closely with the DOES case managers, where participant intervention is required.

Grantee must report placements in real time and provide documentation in the form of an employment verification form or pay-stub.

A successful JOB PLACEMENT application must contain the following components:

- *Innovative Programming*: The applicant must propose an innovative program. The applicant must list the services to be provided and how the services will be provided.
- *In-demand Jobs that lead to Self-Sufficiency*: The applicant must list the jobs and/or industries for which participants will be trained. The applicant must include an analysis of whether the job is in-demand and if the job will lead to a self-sufficient wage.
- *Sustainability*: The applicant must demonstrate that the key elements of the grant-funded program, as well as, the partnerships established during the grant-funded program, will be sustained after grant termination/expiration.
- *Past Efforts*: Applicant shall provide any prior awarded contract or grant, evaluations and/or data that would highlight the organization's past performance and capability of successfully completing the stated program requirements.

General Requirements

- One week after the beginning of enrollment into the program, Grantees shall provide an initial assessment report documenting the capability of each participant's ability to comprehend the curriculum and complete the program.
- Grantees shall provide monthly progress reports documenting participants' progress.
- Grantees shall provide biweekly program progress updates.
- Grantee shall submit signed attendance sheets for all participants enrolled in the program, biweekly.
- At the end of the program, Grantees shall provide a program completion spreadsheet that documents all participants who have satisfied all program requirements.
- Where applicable, Grantee shall help facilitate the scheduling, registering and taking of all applicable certification/licensing exams which are applicable to the grant-funded program. Grantees shall provide a spreadsheet of all participants engaged in certification and licensing exams, including final exam status of pass or fail.
- Grantees shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, credential attainment, job placement and participation in workshops and other program specific related activities.
- Grantees shall participate in ongoing monitoring and evaluation activities, including site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies, as required by DOES.
- Grantees shall collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.

- Grantees shall provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- Grantees shall attend all required meetings and, trainings, and comply with all relevant laws, regulations, policies and procedures.

Deliverables

In addition to meeting the milestones and outcomes, Grantees shall provide the below deliverables.

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Placement Documentation: Certification (Credential Attainment) Job Verification (Job Placement)	1	Via email/Hard copy	As Achieved
Item 2	Invoice	1	Via E-Invoicing System	Monthly
Item 3	Attendance Sheets/ Program Updates	1	Via email	Bi-Weekly
Item 4	Performance Report	1	Via email	Monthly
Item 5	Monthly Report	1	Via email or System	Monthly
Item 6	Case Note (If Applicable)	1	Via email or System	Monthly
Item 7	Monthly Expenditure Report	1	Via email	Monthly
Item 8	Language Access Program Report	1	Via email	Quarterly

Source of Grant Funding

The funds are made available through District of Columbia appropriations. Funding for grant awards is contingent on availability of funds. This RFA does not commit DOES to make a grant award. DOES maintains the right to adjust the number of grant awards and grant award amounts based on funding availability and quality of the submissions. Grant funds shall only be used to support activities specifically outlined in the scope of this RFA and included in the Applicant's submission.

Anticipated Number of Awards

DOES intends to grant multiple awards. DOES, however reserves the right to make additional awards or no awards pending availability of funds and quality of submissions.

Total Amount of Funding to be Awarded

The total amount of funding DOES anticipates to be available for award is \$475,000. The responses to this RFA must be reasonable and appropriate based on the information provided within this RFA.

Period of Performance

The 2020 Workforce Intermediate Initiatives Grant will operate from date of award to September 30, 2020.

Location Requirements

For the purpose of this RFA, all Grantees must provide services in the District of Columbia and be eligible to conduct business with the Government of the District of Columbia. Each applicant must provide legal proof of ownership or occupancy and a basic business license issued by the District of Columbia.

Grant Making Authority

DOES maintains the right to issue grant awards via the “Workforce Job Development Grant-Making Authority Act of 2012.” DOES also maintains the right to adjust the number of grant awards and grant award amounts based on funding availability and the quality of submissions. Funding for the award is contingent on availability of funds.

Rights and Responsibilities of DOES

- DOES reserves the right to accept or deny any or all applications if it determines it is in its best interest to do so. DOES shall notify the applicant if it rejects that applicant’s proposal. DOES may suspend or terminate an outstanding RFA pursuant to its own grant making authority or any applicable federal regulation or requirement.
- DOES reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA.
- DOES shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application or responding to this RFA are the applicant’s sole responsibility.
- DOES 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.

- DOES may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the applicant's proposal that may result from negotiations.
- DOES may use past performance data in determining an award, if an applicant was awarded a previous grant by DOES or the District of Columbia.

Section B: General Provisions

Eligibility Information - Applicants

Applications must meet all applicable eligibility requirements listed in this RFA. Applications that do not meet the eligibility requirements will be considered unresponsive and will not be considered for funding under this RFA.

If you currently have an Intermediary Initiative Grant award, your organization cannot apply for this RFA.

Organizations that are eligible to apply for this grant include public and private non-profits and for-profit organizations with demonstrated effectiveness providing the requested services and meeting the needs of the target population, including:

- Non-profit, community, or faith-based organizations;
- Community colleges or other postsecondary institutions;
- Public, charter, or alternative secondary schools;
- Trade associations or chambers of commerce;
- Private, for-profit service providers; or
- Labor unions, labor-management partnerships, or registered apprenticeship programs.

Applicants must be responsible organizations possessing the demonstrated ability to perform successfully under the terms and conditions of a proposed grant award. Grantees may charge to the grant award only those costs that are consistent with the allowable cost provisions of the respective Notice of Grant Award (NOGA), including the guidelines issued by DOES and all applicable federal and District laws.

All Applicants must be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Applicants cannot be listed on any federal or local excluded parties' lists.

Applicants should assure adherence with all WIOA regulations and data collection methods (federal, state and local).

Evaluation Criteria

Proposals will be evaluated pursuant to minimum experience and requirements of proposal and will include a peer review process. This evaluation will include the quality and quantity of successful relevant experience, past performance, as well as, demonstrated level of capabilities. DOES may request further information from applicants before making a final decision.

Monitoring

Specific monitoring and progress report schedules will be established, agreed upon, and included in the NOGA. DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations.

During site visits, Grantee is required to provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine the Grantee's level of compliance with federal and/or District requirements and to identify specifically whether the Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements.

Audits

The Grantee must maintain and provide documentation related to this program for a minimum of three years after submission of the final payment. At any time before final payment and three years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to Grantee and an overpayment is found, Grantee shall reimburse the District for said overpayment within 30 days, after written notification.

Grantees shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this RFA.

Grantees shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records (including computer records or electronic storage media) of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

Nondiscrimination in the Delivery of Services

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, as amended, no person shall, on the grounds of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, or credit information, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

In accordance with DC Language Access Act, individuals shall be provided equal access and participation in public services, programs, and activities held in the District of Columbia if they cannot or have limited capacity to speak, read, or write English.

All funded entities, or contractors hired by the DOES to carry out services, programs, or activities directly to the public are required to: a) collect data regarding contact with Limited English Proficient (LEP) or Non-English Proficient (NEP) customers and report this data to DOES on a quarterly basis, b) provide oral interpretation services, c) translate vital documents, and d) train personnel on all compliance requirements outlined in District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.

Other Applicable Laws

The Grantee shall comply with all applicable District and federal statutes and regulations as may be amended from time to time. These statutes and regulations include:

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code 2-219.01 et seq.

Section C: Application Format

Applicant Profile

Each application must include an Applicant Profile, which identifies the Applicant type of organization, program service area and the amount of funds requested.

Application Summary

Each application must include an Application Summary. This section of the application must summarize the major components of the application.

Program Narrative

Each application must include a full description of how the program will be carried out by responding to the application requirements in Section D. The three (3) main components of the program narrative are:

- Organizational Profile
- Participant Profile
- Program Description

Past Performance

Applicant shall provide any prior awarded contract or grant, evaluations and/or data that would highlight the organization's past performance and capability of successfully completing the stated program requirements.

All applicants must submit past performance forms – using the provided template, “Attachment B”. If the applicant has received a contract/grant from DOES within the past three years, you must submit “Attachment B” for all such completed contracts/grants.

If your organization has not completed any outside contracts or grants for similar work or is unable to provide three completed “Attachment B” forms, your score on this measure will reflect this lack of past performance documentation.

Itemized Budget and Budget Narrative

Applicants must submit an itemized budget and a budget narrative for all funds requested. The budget narrative should serve as an independent document that clearly outlines all proposed expenditures for the grant. Budget narratives must detail how funds will be expended towards the program.

Budget narratives must detail how funds will be expended towards the program goals, as outlined in the program narrative. The budget section should also contain assurances that no funds received as a result of this grant will be used to supplant any formula funds dedicated towards the targeted population, administrative efforts, or other regularly occurring activities.

The itemized budget can include the following items:

- Personnel
- Fringe
- Equipment
- Materials & Supplies
- Contractual Services
- Other Direct Costs

- Indirect Costs

Please see Attachment A for definitions of budget items listed above.

Food for staff or participants enrolled in the program is not an allowable expense under this grant.

Section D: Program Narrative

Program Narrative

This section applies to each of the strategic categories and is where you clearly describe your proposed program in detail. Please ensure that you include each of the following:

Organization Profile

- State the mission of your organization.
- Describe the history of your organization (year founded and by whom) and its size (budget and staff). Describe the experience your organization and staff have to deliver the proposed program.
- Describe how your organization will meet the specific requirements/components outlined for the strategic category you are applying for.

Participant Profile

- Describe the number of participants your organization will serve under this grant.
- Describe how your programming is designed to provide quality service outlined within this RFA.
- Describe your experience working with the targeted population. Describe the anticipated challenges and the strategies to overcome them.

Program Description

- Identify and describe how your organization will deliver the desired service. (See Section A). Describe how your organization has historically provided programming or services.
- Describe how your organization will meet the performance deliverables outlined in this RFA. What specific activities, strategies, and projects will participants be engaged in throughout the program.
- Provide a description of proposed sites where program activities will be conducted. If additional sites will be used to conduct the program, please describe how these sites will be acquired and utilized.

Section E: Application Review and Scoring

Review Panel

A review panel will be composed of a minimum of three (3) individuals who have been selected for their unique experience and expertise in workforce and business development, data analysis, program and past performance evaluation, and social services planning and implementation. The

review panel will review, score, and rank each application using the Technical Rating Scale in Table 1 against the established Scoring Criteria in Table 2.

Table 1: Technical Rating Scale

Technical Rating Scale		
Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, (e.g., no demonstrated capacity); major deficiencies which are not correctable; Applicant did not address the factor
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all, requirements; no deficiencies.

The technical rating is a weighting mechanism that will be applied to the point value for each scoring criterion to determine the Applicant’s score for each criterion. The Applicant’s total technical score will be determined by adding the Applicant’s score in each scoring criterion. For example, if a scoring criterion has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, and the District evaluates the Applicant’s response as “Good,” then the score for that criterion is 4/5 of 40 or 32.

Scoring Criteria

The review panel will review all applications that pass an initial internal checklist of required application components. Responsive applications will be evaluated strictly in accordance with the requirements stated in this RFA.

Each reviewer will independently review and objectively score applications against the specific scoring criteria outlined in Table 2, based on a 100-point scale.

- Organization Profile 10 points
- Participant Profile 10 points
- Program Description 40 points
- Past Performance 25 points
- Budget and Budget Narrative 15 points

Table 2: Scoring Criteria

ITEM	SCORING CRITERIA	Pts.
1	Organization Profile	10
	<ul style="list-style-type: none"> • State the mission of your organization. • Describe the history of your organization (year founded and by whom) and its size (budget and staff). Describe the experience your organization and staff have to deliver the proposed program. • Describe how your organization will meet the specific requirements/components outlined for the strategic category you are applying for. 	
2	Participant Profile	10
	<ul style="list-style-type: none"> • Describe the number of participants your organization will serve under this grant. • Describe how your programming is designed to provide quality service outlined within this RFA. • Describe your experience working with the targeted population. Describe the anticipated challenges and the strategies to overcome them. 	
3	Program Description	40
	<ul style="list-style-type: none"> • Identify and describe how your organization will deliver the desired service. (See Section A). Describe how your organization has historically provided programming or services. • Describe how your organization will meet the performance deliverables outlined in this RFA. What specific activities, strategies, and projects will participants be engaged in throughout the program? • Provide a description of proposed sites where program activities will be conducted. If additional sites will be used to conduct the program, please describe how these sites will be acquired and utilized. 	
4	Past Performance	25
	<ul style="list-style-type: none"> • The extent to which the applicant has provided data that highlights prior success in accomplishing the goals outlined in the RFA. • The extent to which the applicant has provided prior program evaluations (Attachment B) and other reviews/documents that highlight prior success in accomplishing the goals outlined in the RFA. 	
	Budget and Budget Narrative	
5	<ul style="list-style-type: none"> • The extent to which the applicant provides a clear explanation of how the budget amount is derived. • The extent to which the applicant has allocated the funds to carry-out the proposal. 	15
TOTAL POINTS		100

Section F: Application Submission Information

How to Request an Application Package

- The application package is posted at: <http://opgs.dc.gov/page/opgs-district-grants-clearinghouse> and <https://does.dc.gov/page/grant-opportunities>
- If the application package cannot be accessed at the above websites, then Applicants may request the application via email: OGAGrants@dc.gov.

Application Preparation

DOES shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the Applicant's sole responsibility.

Submission Date and Time

In order to be considered for funding, complete applications must be received electronically via Grants Management System –

<https://jlweb.co/prod1/portal/portal.jsp?c=66176630&p=66183389&g=66183409>

Proposals submitted after 5:00 pm on **Friday, March 13, 2020** will not be considered.

Section G: Award Administration Information

Award Notices

Applicants, whether successful or unsuccessful, will receive notification of the final decision on the application. Letters of notification or any other correspondence addressing selection for award do not provide authorization to begin the program.

Applicants that are selected for funding may be required to respond in a satisfactory manner to conditions that may be placed on the application before funding can proceed. DOES may enter into negotiations with an Applicant and adopt a firm funding amount or other revision of the application that may result from negotiations.

The NOGA sets forth the amount of funds granted, the terms and conditions of the award, the effective date of the award, the budget period for which initial support will be given, and the total program period for which support is awarded. The NOGA shall be signed by the DOES Director or designee. The NOGA will be sent to the Applicant's contact that is authorized to sign the NOGA and reflects the only authorizing document. The NOGA will be sent prior to the start date and a meeting between the Grantee and DOES will occur shortly after the NOGA is fully executed. All awardees will be held to a minimum level of effort to effectively execute the grant and meet the designated goals and deliverables outlined in this RFA. More specifics on the "minimum level of effort" will be specified in the NOGA.

Appeal

Non-Responsiveness Determination

In order to ensure a fair and equitable appeals process, all responsiveness determination appeals will be reviewed and decided solely by the DOES General Counsel. Appeals must be in writing and addressed to: DOES General Counsel, 4058 Minnesota Avenue NE, Suite #5800, Washington DC 20019. Appeals may also be submitted via email to doesappeals@dc.gov with the subject heading "Appeal of Grant Responsiveness Determination". Appeals of the responsiveness determination must be received by the General Counsel within two business days of the responsiveness determination notice.

If an applicant communicates with program staff regarding an appeal of the responsiveness determination, the appeal may be dismissed with prejudice, and the applicant may be precluded from consideration for future grant opportunities.

Appeals must contain the basis for the appeal request and identify any factors that oppose the responsiveness determination. The appeal process will consider the submitted application and the responsiveness determination. Additional information not included within the original submitted application will not be considered during the appeal process, unless specifically requested by the DOES General Counsel. The DOES General Counsel may coordinate a meeting to address the appeal. The General Counsel will issue a written appeal decision. The decision of the General Counsel may only be overturned by the DOES Director.

Grant Award Selection

In order to ensure a fair and equitable appeals process, all grant award selection appeals will be reviewed and decided solely by the DOES General Counsel. Appeals must be in writing and addressed to: DOES General Counsel, 4058 Minnesota Avenue NE, Suite #5800, Washington DC 20019. Appeals may also be submitted via email to doesappeals@dc.gov with the subject heading "Appeal of Grant Award Selection". Appeals of the grant award selection must be received by the General Counsel within two business days of the award selection notice.

If an applicant communicates with program staff regarding an appeal of the grant award selection, the appeal may be dismissed with prejudice, and the applicant may be precluded from consideration for future grant opportunities.

Appeals must contain the basis for the appeal request and identify any factors that oppose the grant award selection. The appeal process will consider the submitted application and the Grantees selected. Additional information not included within the original submitted application will not be considered during the appeal process, unless specifically requested by the DOES General Counsel. The DOES General Counsel may coordinate a meeting to address the appeal. The General Counsel will issue a written appeal decision. The decision of the General Counsel may only be overturned by the DOES Director.

Grantee Program Compliance

Prior to the start of the program, Grantees must successfully complete the following:

- DOES Pre-Orientation Meeting
- DOES Pre-Site Monitoring Visit

Program Launch

Before Grantee can begin programming they must receive official documentation from the DOES Office of Grants Administration and Resource Allocation and DOES Workforce Development Bureau.

Grantee Payment

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (15%)

The base payment is contingent on successful completion of the following:

- Orientation
- Pre-Program Site Visit
- Work Plan

Payment 2: (50%)

This payment will be issued out on a monthly cost reimbursement basis until the end of the grant period. Each month's payout will be determined by the eligible expenses and documentation provided by the Grantee. Submission of monthly program report & monthly expenditure report required with invoice. Actual monthly amount will be outlined in the NOGA.

Payment 3: (35%)

This payment will be issued out on a per participant basis as documented by submission of an original copy of the earned credential in the indicated industry or documentation showing fulltime unsubsidized employment. The per-participant cost will be outlined in the NOGA.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Anti-Deficiency Considerations

The Grantee must acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

Section H: Contacts

LaShaun Basil
OGAGrants@dc.gov

Section I: List of Attachments**LIST OF FORMS TO BE INCLUDED WITH SUBMISSION:**

- Statement of Certification (DOES Will Provide)
- Non-Disclosure Agreement (DOES Will Provide-must be signed by all parties listed on the staffing plan)
- Disclosure Agreement (DOES Will Provide-must be signed by all parties listed on the staffing plan)
- Past Performance Form (Attachment B)
- OSSE Certification (Credential Training Only)
- Copy of most recent and complete set of audited financial statements or clean-hands certification. (If audited financial statements have never been prepared due to the size or newness of an organization, the Applicant must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization, and any letters, filings, etc. submitted to the IRS within the three (3) years before the date of the grant application.)
- List of Partners and Affiliations
- List of Other Funding Sources
- Staffing Plan
- Organizational Chart
- Documentation proving IRS tax status (e.g. 501(c)(3) determination letter)
- Current Business License
- IRS W-9
- List of Organizational Board Includes Members and Positions
- Proof Occupancy
- Insurance Certificate
- Resumes of Key Personnel

Disclosure Statement

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any individual(s) that are currently employment by or through:

A. D.C. Department of Employment Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief, and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that a failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

NON-DISCLOSURE AGREEMENT

RFA No.: DOES-Workforce Intermediate Initiatives 2020
2020 Intermediary Initiative

As a part of my participation in the initial responsiveness review, I hereby certify the following:

- I may acquire or have access to information relating to this grant. I understand that a significant factor in the successful and proper completion of the evaluation and selection process is the strict confidentiality observed by all participants in the evaluation, review, discussion, and related activities and procedures involved in the evaluation and selection process, and that failure to comply with these requirements may compromise the award decision.
- I will not discuss or reveal any aspect of the grant, outside of the grant process. The term “any aspect of the grant” includes the following: (1) Number and identity of evaluators; (2) Schedule of key events in the evaluation or grant process; (3) Content or number of applications received; and (4) Identity of applicants.
- In the event that I release any information about the grant or become aware that such information has been released by someone else, I agree to so advise the Grants Officer (GO). When so advising the GO, I will provide the GO with the relevant facts including the information released, the date of the release of information and the identity of the individual(s) or organization(s) involved in the release and receipt of the information.
- I understand that in the event that I disclose information about the grant my participation in the initial responsiveness review shall end.
- I understand my obligation and responsibility under the applicable laws, regulations, directives and instructions not to discuss, divulge or otherwise disclose any information, procedures, correspondence, documentation, evaluation or other data pertaining to this grant, except as approved by the GO, or as required by law. I understand that this is a continuing obligation.
- I understand that this certification will be made part of the source selection record and the official grant file and does not relieve me of the responsibility for any other disclosure or certification requirements required by law, regulation, or other directives.
- I understand that if you elect to participate as a reviewer for RFA listed above, you cannot apply for any grant solicitation sponsored by Department of Employment Services within six months of the signature date below.

Certified By:

Signature

Date

Name (Print)

Title

STATEMENT OF CERTIFICATION

The Applicant is required to disclose, in a written statement, the truth of which is sworn or attested to by the Applicant, whether the Applicant, or where applicable, any of its officers, partners, principals, members, associates, or key employees, within the last three (3) years prior to the date of the application, has:

- Been indicted or had charges brought against them (if still pending) and/or been convicted of:
 - A. any crime or offense arising directly or indirectly from the conduct of the Applicant or the Applicant's organization, or
 - B. any crime or offense involving financial misconduct or fraud, or
 - C. any crime or offense involving a minor
- Been the subject of legal proceeding arising directly from the provision of services by the organization
- Been listed on the Child Protection Register (CPR) as a "substantiated" case

If the response is in the affirmative, the Applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and provide documentation of the circumstances.

The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-128, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted program.

We hereby attest the following:

1. We are able to maintain adequate files and records and can and will meet all grant reporting requirements.
2. Our fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete, and current at all times; and we give DOES or the District of Columbia, through any authorized representative, the right to audit and inspect all records, books, papers, or documents related to the grant.
3. We are current on payment on all federal and District taxes, including Unemployment Insurance taxes and Workers' Compensation premiums. (This statement of certification shall be accompanied by a Certificate of Good standing from the District of Columbia Office of Tax & Revenue (OTR) stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid all taxes due to the District of Columbia or is in compliance with any payment agreement with OTR).
4. We have demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative performance and audit trail.
5. We are not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, —Debarment and Suspension, and implemented by 2 CFR180, for

prospective participants in primary covered transactions and are not proposed for debarment or presently debarred as a result of any actions by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or any other District contract regulating agency.

6. We have the financial resources and technical expertise necessary for the completion of the program. In addition, we have the equipment and sites adequate to perform the grant or subgrant, or the ability to obtain them.

7. We have the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing and reasonably expected commercial and governmental business commitments.

8. We have a satisfactory record performing similar activities as detailed in the award or we can establish that we have the skills and resources necessary to provide the programming described in the grant.

9. We have a satisfactory record of integrity and business ethics.

10. We have the necessary organization, experience, accounting and operational controls, and technical skills to implement the programming described in the grant, or the ability to obtain them.

11. We are in compliance with the applicable District licensing and tax laws and regulations;

12. We are in compliance with provisions of the Drug-Free Workplace Act.

13. We meet all other qualifications and eligibility criteria necessary to receive a grant award under applicable laws and regulations.

14. We agree to indemnify, defend, and hold harmless the Government of the District of Columbia and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant or subgrant from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Government of the District of Columbia on account of any claim therefore, except where such indemnification is prohibited by law.

15. We will ensure that the sites under our organization's ownership, lease, or supervision, which shall be utilized in providing the programming, are compliant with all District statutes, codes, and regulations

16. We possess legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of our governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

17. We will comply with provisions of federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. (5 USC 1501, et. seq.).

18. We will comply with the minimum wage and maximum hour(s) provisions of the federal Fair Labor Standards Act, if applicable.

19. We will comply with all requirements imposed by the federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

20. We will comply with the provisions of the Code of Federal Regulations Title 28, Chapter 1: Part

22 – Confidentiality of Identifiable Research and Statistical Information; Part 42 –Nondiscrimination; Equal Employment Opportunity; Policies and Procedures; Part 66 – Uniform Administrative Requirements for Grants and Cooperative.

21. We will provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.

22. We and all contractors will comply with: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title III of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; and the Age Discrimination Act of 1975.

23. In the event a federal or State court or federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of grant funds, the recipient will forward a copy of the finding to the Office for Civil Rights, U.S. Department of Justice.

24. We understand that DOES may conduct pre-award, on-site visits to verify information submitted in the application and to determine if the Applicant's sites are appropriate for the programming intended.

25. The Grantee shall comply with all the applicable District and federal statutes and regulations as may be amended from time to time including:

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 7 U.S.C. § 361a et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951 Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C. 6101 et. seq.)
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq. Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq. Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion) Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq. Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20 District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011,
- D.C. Official Code § 2-219.01 et seq.
- Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431)

If there are any conflicts between the terms and conditions of the 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. It shall be the responsibility of the Applicant to ensure compliance.

Acknowledgement of Authorized Representative

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above Certifications, Licenses, and Assurances and that everything included in this application is true and accurate.

Typed/Printed Authorized Representative and Title

Date

Signature of Authorized Representative
v

Attachment A

Budget Categories

PERSONNEL:

Enter a description of the itemized personnel (staff) costs requested. These costs should only include the labor costs of the organization's staff assigned to the project, and not those of contractors or other third parties. Provide a brief explanation of the work to be completed by each position budgeted for the project and how the work of each budgeted position will support the purpose and goals of the overall project. →

FRINGE:

Within the Personnel category, document the fringe benefits rate applied to each budgeted staff position assigned to the project. These costs should only include the fringe costs of the organization's staff and not those of contractors or other third parties. TRAVEL: Describe the purpose of the travel and the assumptions used in estimating the cost of all travel that the applicant is paying for directly. These costs should not include the travel costs being paid for by subrecipients, contractors or other third parties, which should be included in the Contractual Services budget category and incorporated in the applicable Subgrant or Contract budget item. Each Travel subcategory should include a narrative that addresses the purpose of the travel and how it assists with accomplishing the goals of the project.

EQUIPMENT:

Describe and itemize the equipment requested for purchase, the intended purpose of each item, and how the estimated costs were determined. These costs should only include the costs to purchase new equipment needed to complete the project and not equipment rental costs or costs for equipment already owned by the applicant organization, which should typically be listed in the Other Direct Costs budget category.

MATERIALS & SUPPLIES:

Describe and itemize the materials & supplies requested for purchase, the intended purpose, and how the estimated costs were determined for each item.

CONTRACTUAL SERVICES:

Explain the need for each agreement and how their use will support the purpose and goals of the project. For each sub-grant or sub/contract, describe the associated activities, scope of work or services to be provided and how the costs were estimated. If budgeting for a procurement action, document if a solicitation process has occurred or if the contract will be a sole source.

OTHER DIRECT COSTS:

Enter a description of each budgeted cost item that does not appropriately fit in the above categories. Explain the need for each item, how it will further the objectives of the project, and how the cost estimation was determined. For Example: rent, reproduction, telephone, Internet, janitorial or security services

INDIRECT COSTS:

Identify the base/MTDC elements used to calculate the indirect costs for this project and if the costs and base were derived from a valid NICRA, the de minimis rate & base, or a federal negotiated rate & base.



PAST PERFORMANCE FORM

Name of Organization (applicant):		
Name of Funding Agency/Organization:	Award Amount:	
Type of Funding Year	Award Start Date	Award End Date:
Program Summary (brief description of services and activities provided under the grant or contract).		

Performance Data

Service Level of Contract/Grant		Number of Participant Enrolled	
Number of Participant that Completed		Number for Participants that Achieved an Outcome	

PERFORMANCE RATING DESCRIPTION

1	Unsatisfactory	Performance is consistently unacceptable
2	Below Expectations	Performance fails to meet contract / grant requirements on a frequent basis
3	Meets Expectations	Performance is regularly in compliance with requirements, specifications, regulations and standards provided by agency.
4	Exceeds Expectations	Performance is routinely above contract / grant requirements and/or product specifications
5	Outstanding	Performance is consistently superior

PERFORMANCE FACTORS	1	2	3	4	5
Vendor Responsiveness / Customer Service. Contractor or Grantee attends required trainings, meetings, and responds to program point of contact frequently and in a timely matter. Professionalism of Contractor or Grantee.					
Knowledge. Contractor or Grantee demonstrated knowledge about the contract/grant and the services that were outlined to be provided.					
Performance. Contractor or Grantee achieved the performance measures outlined in the contract/grant and they meet the deliverable in a timely manner.					
Program Requirements. Contractor or Grantee provided invoices, reports, and other programmatic requirements in accordance to the contract terms and conditions.					
Cost Control. Contractor or Grantee demonstrated performance of cost control effectiveness and budget management					

Completed By: _____

Date: _____

Phone No.: _____

Email: _____

Attachment C

Insurance Requirements for Intermediary Initiative

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 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.

Attachment C

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. 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.
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 \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this

Attachment C

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. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. 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.

Attachment C

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 email to the attention of:
LaShaun Basil, Grant Specialist
Department of Employment Services
(202) 671-4128
lashaun.basil@dc.gov**

Attachment C

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.