

# REQUEST FOR APPLICATIONS (RFA)

*Grant Title:*

**DSLBD Small Business Improvement Grant**

**Announcement Date: Tuesday  
March 25, 2014**

**RFA Release Date:  
Friday, April 11, 2014**

**Pre-Submission Meeting:  
Wednesday, April 23, 2014,  
1:30 pm**

**Application Deadline:  
Monday, June 2, 2014,  
4:00pm**

**Deliver to:  
Online Submission Only**

***LATE APPLICATION SUBMISSIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL***

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## I. Purpose of the Program:

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The purpose of the Small Business Improvement Grant (the “Program”) is to: 1) support expansion of existing small businesses; 2) increase the District’s tax base; 3) create new jobs for District residents; 4) create opportunities for businesses that are Certified Business Enterprises (CBEs); and 5) encourage businesses to meet Sustainable DC Plan goals.

## II. Eligible Applicants:

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There are two types of eligible applicants as follows:

1. Non-profit organizations.
2. For-profit businesses.

Eligible applicants must provide proof of good standing with the following entities to be considered for a grant award under the Program:

1. DC Department of Consumer and Regulatory Affairs (**DCRA**) as demonstrated by a certificate of good standing issued by the Agency within the last six months
2. DC Office of Tax and Revenue (**OTR**) which DSLBD will provide for each applicant.

In addition, eligible applicants must also submit a signed First Source Agreement, which will become effective upon the award of any grant proceeds. The First Source Agreement will require the grantee to: (i) use diligent efforts to hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty one percent (51%) District of Columbia residents for all new jobs created by the Project, all in accordance with such First Source Employment Agreement and (ii) use diligent efforts to ensure that at least fifty one percent(51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the D.C. Apprenticeship Council. A First Source Agreement template can be found at: [www.does.dc.gov/node/161672](http://www.does.dc.gov/node/161672).

## III. Service Areas:

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The grants will be available to business development activities in the following service areas. Current service areas are defined by the Budget Support Act (BSA) through which the funds were allocated by DC Council.

- **12<sup>th</sup> Street, NE**—12th Street NE from Rhode Island Avenue NE to Michigan Avenue, NE
- **Logan Circle/U Street**—U Street NW from 9th Street, NW to 18th Street NW; and 9th, 11th, 12th, 13th and 14th Streets NW from Massachusetts Ave. NW to U Street NW
- **Ward 3**

- **Ward 4**
- **Ward 5**
- **Ward 6**

#### **IV. Award Information /Amount of Available Funding:**

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DSLBD will award between one and six grants. The maximum grant award for an application that serves all six service areas is \$356,000.

Applications for individual service areas must conform to the funding allocations for each service area.

- 12th Street NE, \$104,000; \$25,000 of this fund was provided by Monroe Street Market through Bozzuto Development and Abdo Development for storefront improvements;
- Logan Circle/U Street, \$48,000;
- Ward 3, \$34,000;
- Ward 4, \$68,000;
- Ward 5, \$68,000; and
- Ward 6, \$34,000

Applications can combine service areas, i.e. one applicant can propose to provide grants in all six service areas.

Upon approval, each awardee will be required to execute a grant agreement with DSLBD and begin the project within thirty (30) days of grant agreement execution. Projects that do not commence within the allotted thirty days will be reevaluated, and awarded funds may be reallocated. Awardees are required to complete funded projects within **three (3)** months of executing the applicable grant agreement. All projects must be completed and all invoices submitted to DSLBD by September 15, 2014.

All sub-grants are subject to approval by the Department of Small and Local Business Development (DSLBD).

Terms of disbursement will be developed once grants are awarded.

#### **V. Eligible Use of Funds:**

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Applicants may propose to manage sub-grants or provide direct services to small businesses located in the service areas listed above. DSLBD will consider the following types of projects.

- 1. Sub-Grants for Capital Improvements** including exterior and interior building improvements. Funds can be used for projects which have been completed, permitted, and inspected after October 1, 2013 or for projects which have not yet begun. Sub-grants may be a maximum of \$50,000.

**2. Technical Assistance** through the provision of direct one-on-one consultations in topics that would benefit small business operators, including :

- Bookkeeping
- Accounting
- Purchase of software & training
- Loan & grant packaging
- General business legal assistance to review leases, easements, and corporate structure
- Marketing strategy
- Advertising
- Social media strategies and implementation
- Website creation and/or improvement
- Visual merchandising and window displays
- Green business strategies to make a business eco friendly
- Project staffing for for-profit and non-profit organizations to provide technical assistance to small businesses
- Staff training conducted by outside facilitators
- Other topics for which a compelling case can be made to allocate DSLBD funds

Technical Assistance Projects started prior to July 1, 2014 are ineligible for funding.

**3. Sub-Grants of Working Capital** of less than \$5,000 to expand business operations including but not limited to: inventory, equipment, point of sales systems, mobile payment systems, rent for additional space, or other non-fixed improvements to benefit a small business.

Working Capital Projects started prior to July 1, 2014 are ineligible for funding.

Applicants may use grant funds to extend existing grant programs and to cover some administrative costs.

## **VI. Ineligible Use of Funds:**

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Grant funds may not be used for any of the following:

- Financing existing debt including repayment of taxes owed
- Replacement of existing funding from any source to support projects, programs, or services currently offered by the Applicant
- Acquisition of property for any use
- Technical Assistance or Working Capital Projects started prior to July 1, 2014
- Any build-out of new improvements, renovation of existing improvements, façade improvement, interior build-out or interior improvement which is not allowed by DC Code
- Acquisition of land or buildings

- Payroll of sub-grantees
- Day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse) of sub-grantees
- Moving expenses
- Food, beverages, or catering services.
- Tuition, registration, or travel to conferences and training
- Assistance to bring legal charges against the Government of the District of Columbia

**Eligible Sub-grantees:**

Owners of small retail or service businesses or commercial properties located in the service areas are eligible to receive assistance under the Program.

Sub-grantees receiving capital improvement assistance must possess proof of site control which can be provided when the grant is executed. Proof of site control consists of:

1. Ownership by deed
2. Property control by execution of contract of sale to purchase the property
3. Property control by execution of an option to purchase the property
4. Execution of lessee of lease with an unexpired term of at least two (2) years
5. Certificate of Occupancy if the project has been completed

DSLBD has contact information for business owners who have expressed interest in receiving technical assistance and storefront (capital) improvement grants. Please contact DSLBD if you would like to receive this list and contact the business owners to determine if they would like to be included in your application.

**Ineligible Sub-grantees:**

The following types of businesses are **ineligible** to receive assistance under the Program:

- Adult entertainment
- Liquor stores
- Nightclubs
- Bars
- Banks
- Phone stores
- Hotels
- Home-based businesses
- Businesses with more than 5 locations within the District of Columbia and more than 20 locations throughout the U.S.

## VII. Application Process:

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Applicants are required to submit their application online by visiting <http://dslbd.dc.gov/service/financial-resources-small-businesses>. **The deadline to submit the application is June 2, 2014 at 4 pm.**

DSLBD will not accept applications submitted via hand delivery, mail, or courier service. **Late submissions and incomplete applications will not be forwarded to the review panel.**

## VIII. Selection Process:

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DSLBD will select grant recipients through a competitive application process. Each application will first be screened by DSLBD for basic eligibility and completeness. To obtain basic eligibility, the applicant must meet all of the criteria listed under “Eligible Applicants” on page 3 of this document. A complete application should include all necessary information and documentation.

All applications deemed eligible and complete will be forwarded to the application review panel to be evaluated, scored, and ranked based on the selection criteria listed below. Reviewers will represent a range of expertise in economic development and may include DSLBD staff, or other DC agency staff. The Director of the Department of Small and Local Business Development will make the final determination of grant awards under the Program.

DSLBD will determine grant award selection by June 30, 2014.

The following Program evaluation criteria (200 point scale) will be used:

1. **Previous Relevant Experience (25 points):** The application should demonstrate the applicant organization/company’s prior experience related to
  - a) Providing the good/services listed the Project Narrative (Application Section VI), to small businesses. Indicate how small business clients have benefitted from these goods/services. Describe the expertise of key staff of the Applicant to provide the goods/services. You may supplement your response by uploading staff resumes or biographies in the Document form (Section IX of your Application);
  - b) Creating and managing grants which were awarded to small businesses or other entities
2. **Financial Viability of Applicant and Sub-Grantees (25 points):** The applicant should demonstrate its financial viability to sponsor up-front capital improvement expenditures. Preference will be given to applications which demonstrate that applicants can absorb upfront costs and which demonstrate that sub-grantees possess the financial resources to operate and grow the business for which they seek a grant.
3. **Percentage of Grant Funds Directly Benefitting Small Businesses (25 points):**

Applicants must demonstrate that the majority of grant funds will directly benefit specific small businesses, either through sub-grants or direct technical assistance, as opposed to benefitting the applicant.

4. **New Jobs Created for District Residents (25 points):** The applicant must detail the number of new full-time, part-time, and temporary jobs created from the capital improvements project, as well as the amount of compensation for each position. Preference will be given to applicants who include in their proposals employment opportunities for District residents. All potential grantees must enter into a First Source Employment Agreement with the Department of Employment Services (DOES) upon award of any grant proceeds (please see below for more details).
5. **Percentage of Funds Benefitting Certified Business Enterprises (CBE's) (25 points):** Preference will be given to applicants that are CBE's or to applications which include CBE's in their proposal opportunities. The applicant organization must describe how it will include Certified Business Enterprises (CBEs) either as contractors or as sub-grantees. To locate CBE businesses, please visit <http://dslbd.dc.gov/service/find-certified-companies>. If you need assistance locating CBEs, please contact Patricia Harrison at [patricia.harrison2@dc.gov](mailto:patricia.harrison2@dc.gov) or 202-741-0806. To learn more about the CBE Program, please visit <http://dslbd.dc.gov/service/cbe-program>.
6. **Grant Supports Business Growth and Expansion (25 points):** Applicant organizations must demonstrate that the grant funds will support the expansion of retail or services businesses located in existing commercial corridors within the District of Columbia. Examples of expansion could include extending hours that a business is open, adding new product lines, or adding new services offered by the business.
7. **Grant Supports Sustainable DC Plan Goals (25 points):** DSLBD will more highly rate Applications which support the goals of the Sustainable DC Plan. The full plan is at [www.sustainable.dc.gov](http://www.sustainable.dc.gov). Examples of this support can include incorporation of environmentally sustainable features in the proposed capital improvements for the business or a business expansion which will position the sub-grantee to sell "green" products or services.
8. **Owner Buy-in (25 points):** Applications demonstrating that grant funds will be matched with private-sector funds will receive a higher rating.

## **IX. First Source Agreement Requirements:**

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Pursuant to Mayor's Order 83-265, DC Law 5-93 and DC Law 14-24, as amended, one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, potential grantees must enter into a First Source Employment Agreement with the Department of Employment Services (DOES) upon award of any grant proceeds. The First Source Agreement will require the grantee to: (i) use diligent efforts to hire and require its architects, engineers, consultants, contractors, and

subcontractors to hire at least fifty one percent (51%) District of Columbia residents for all new jobs created by the Project, all in accordance with such First Source Employment Agreement and (ii) use diligent efforts to ensure that at least fifty one percent(51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the D.C. Apprenticeship Council. A First Source Agreement template can be found at: [www.does.dc.gov/node/161672](http://www.does.dc.gov/node/161672).

All inquiries regarding the First Source Agreement should be directed to:

Anetta Graham Supervisor,  
First Source Program - Department of Employment Services  
4058 Minnesota Avenue, NE Third Floor  
Washington, DC 20019  
(202) 698-3757 Direct [anetta.graham@dc.gov](mailto:anetta.graham@dc.gov)

## **X. Pre-Submission Information Meeting:**

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DSLBD will host an **Information Session** on Wednesday, April 23, 2014 at 1:30 pm at the DSLBD offices (Room 805 S, 441 4th Street, NW, Washington, DC 20001). Use elevators to the right. Photo ID is required to enter the building. This session will provide answers any questions regarding the Program and application process.

Other information sessions may be scheduled as needed. Please check the DSLBD website for additional sessions.

## **XI. Application Submission**

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**Please submit all applications via the online submission forms.** To access the online submission forms, visit <http://dslbd.dc.gov/service/financial-resources-small-businesses>.

**The submission deadline is Monday, June 2, 2014 4:00pm. LATE APPLICATION SUBMISSIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL**

## **XII. Grant Notification:**

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DSLBD will notify applicants of its decision by email and send a Notice of Award to the selected grant recipient/s upon receipt of the following pre-award documents:

- a. An affidavit indicating that the recipient is current on all taxes, including Unemployment Insurance and Workers' Compensation premiums and;
- b. Not debarred from procurements by the federal government, the Government of the District of Columbia or any governmental entity.
- c. A copy of the binder or cover sheet of recipient's current insurance policy or for any

policy that covers activities which might be undertaken in connection with performance of the grant, showing the limits of coverage and endorsements. The policies should contain additional endorsements naming the Government of the District of Columbia, and its officers, employees, agents and volunteers as additional named insured with respect to liability abilities arising out of the performance of services under the award.

### **XIII. Grant Agreement:**

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Upon receipt of pre-award documents, DSLBD will execute a grant agreement with the selected grant recipient/s which explaining the terms and conditions of the grant and it will be required to execute a grant agreement with DSLBD and begin the project within **thirty (30) days** of grant agreement execution. Projects that do not commence within the allotted thirty days will be reevaluated, and awarded funds may be reallocated. Awardees are required to complete funded projects within **two and a half (2.5) months** of executing the applicable grant agreement.

The grant agreement that selected recipients must sign includes terms that are common to all DC Government grants, common to all DSLBD grants, and specific to the scope of work and budget of the selected projects funded through this grant. A sample grant agreement is included in Section XVIII. This is provided for informational purposes only; the actual grant agreement may differ from this sample document.

### **XIV. Funds Disbursement Procedures:**

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Terms of disbursement shall be determined after applicants are selected. Unless otherwise negotiated, funds will be disbursed to reimburse grantees for costs incurred.

All grantees must submit to DSLBD Form W9 - Request for Taxpayer Identification Number and Certification using the most recent IRS form version, which is used to file information to the IRS on income or funds paid to the Grantee. The W9 is a requirement for grant disbursement.

Grantees must also submit to DSLBD an ACH Vendor Payment Enrollment Form to initiate an Electronic Funds Transfer (EFT) Payment. This step will ensure all disbursement payments are received via direct deposit.

Approved payment requests will be processed within 30 to 45 business days. Failure to follow the above rules and regulations will result in a delay in the reimbursement process.

Awardees are required to maintain all receipts and invoices relating to the Program. DSLBD reserves the right to disallow costs that are deemed ineligible under the Program and may withdraw any remaining awarded funds at any time.

Copies of canceled checks (front and back) must be submitted with all proof of expenditures. Proof of expenditures may be provided in the form of paid vendor invoices, purchase orders,

itemized register receipts, or other evidence of expenses. Cash receipts and money orders are not considered proper documentation for reimbursement.

***All expenditures will be approved by the DSLBD Grants Administrator. All expenditures must be allowable under the Program. All costs must be necessary and reasonable. All expenditures must be made before September 15, 2014.***

## **XV. Reservations:**

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Funding for any grant award is contingent on continued grantor funding. The publication of this grant application does not commit DSLBD to make any awards.

DSLBD reserves the right to accept or deny any or all applications if DSLBD determines that are in the best interest of the District to do so.

DSLBD reserves the right to issue Addenda and/or Amendments to this grant application subsequent to the issuance of this application, or to rescind this application.

DSLBD shall not be liable for any costs incurred by an applicant in the preparation of one or more grant applications for this Program. The applicant understands and agrees that all costs incurred in developing and preparing any grant application shall be the applicant's sole responsibility.

DSLBD may conduct pre-award on-site visits to verify information submitted in a grant application and to determine if it is appropriate to fund the applicant's proposed capital improvements project under the Program.

DSLBD may enter into negotiations with an awardee and adopt a firm funding amount or other revision of the awardee's proposal that may result from the negotiations.

In the event of a conflict between the terms and conditions of the grant application 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. Should DSLBD become aware of circumstances casting doubt on a selected grant recipient's ability to perform a grant or sub-grant successfully, it shall immediately inform the recipient and furnish the relevant information in writing to that entity.

DSLBD shall provide to the grant recipient 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; payment provisions identifying how the grantee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by the granting Agency; and compliance conditions that must be met by the grantee.

## **XVI. Insurance Requirements:**

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Selected grantees must show proof of all insurance coverage required by law before execution of the grant agreement. The selected grantees shall maintain general liability insurance, consistent with District law, and are responsible for adhering to the insurance guidelines as defined by the District of Columbia Office of Contracting and Procurement.

- A. General Requirements:** The grantees shall procure and maintain, during the entire period of performance under the grant agreement, the types of insurance specified below. The grantees shall have their insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer providing evidence of the required coverage prior to commencing performance under the grant agreement. 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 Contracting Officer.

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The grantees shall require all of its sub-awardees to carry the same insurance required herein. The grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. Recipient/s must demonstrate that they have the following types of insurance.

1. **Commercial General Liability Insurance.** The grantees 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; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
2. **Automobile Liability Insurance.** The grantees shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the work performed under the Program. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The grantees shall provide workers' compensation Insurance in accordance with the statutory mandates of the District of Columbia.
4. **Employer's Liability Insurance.** The grantees shall provide 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.

**B. Duration:** The grantees shall carry all required insurance until all work performed under the Program is accepted by the District.

**C. 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 AWARDEES' LIABILITY UNDER THE PROGRAM.

**D. Grantees' Property:** The grantees and sub-grantees 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.

**E. Measure of Payment:** The District shall not make any separate measure or payment for the cost of insurance and bonds. The awardees shall include all of the costs of insurance and bonds in the grant price.

**F. Notification:** The awardees shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

**G. Certificates of Insurance:** Prior to commencing work on the capital improvements project under the Program, the grantees shall submit certificates of insurance providing evidence of the required coverage as specified under "Insurance" beginning on page 13 of this document.

Instructions continue on the next page.

**XVII. Application Questions** – Please provide answers through the online application.

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**A. Applicant Information:**

1. Name of Organization:

2. Name of Primary Contact Person:

Name

Title

Phone

E-mail

3. Address:

4. Type of applicant:

For-profit organization seeking funds to provide assistance to small businesses

Nonprofit or for-profit organization seeking funds to provide assistance to small businesses

5. Attestation for Application and Supporting Documents:

I declare, certify, verify, attest or state under penalty of perjury that this application and the supporting documents submitted, are true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, any person convicted of perjury shall be fined not more than \$ 5,000 or imprisoned for not more than 10 years, or both.

I accept       I decline

I understand that any fraud or misrepresentation on an application shall be grounds for automatic rejection or denial of the application. I also understand that failure to provide full disclosure of any of the requested or required information may result in rejection of this application.

I accept       I decline

(For-profit business enterprises only)

I further declare, certify, verify, attest or state under penalty of perjury that I, \_\_\_\_\_ (name), \_\_\_\_\_ (title) \_\_\_\_\_ % of ownership and \_\_\_\_\_ (name), \_\_\_\_\_ (title) \_\_\_\_\_ % of ownership

of \_\_\_\_\_ (business enterprise name), as majority 51% or greater owner(s) of the business enterprise, have the authority to represent the

business enterprise and to submit this application and supporting documents on behalf of the business enterprise.

I accept       I decline

By selecting the "I Accept" button and typing your name in the Signature Box, you are signing the grant application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this document.

**B. Applicant Eligibility**

1. Federal Employers' Tax Identification (FEIN) Number 2. DUNS Number:

*To apply or retrieve, follow the link <http://fedgov.dnb.com/webform> or call 1-866-705-5711*

2. W9 Tax ID Number:

*Tax ID number will be verified against DC Department of Consumer and Regulatory Affairs, DC Office of Tax and Revenue. And DC Department of Employment Services*

3. Business License Number:

*License Number will be verified against DC Department of Consumer and Regulatory Affairs records.*

4. Certified Business Enterprise (CBE) Number (for for-profit organizations only):

5. Type of tax exempt (for non-profit organizations only)

- 501 c3
- 501 c6
- Other

6. How did you hear about us?

**C. Project Summary and Budget:**

1. Size of grant requested:

2. In which service areas are you proposing to provide assistance? Please check all that apply.

- 12th Street NE
- Logan Circle/U Street
- Ward 3
- Ward 4
- Ward 5

- Ward 6

3. Project Narrative:

Please describe the sub-grants or technical assistance that you propose to provide. Please state whether assistance will be in the form of capital improvements, technical assistance, or working capital grants. Explain how the assistance provided will meet the purposes of the Small Business Improvement Grant to: 1) support expansion of existing small businesses; 2) increase the District's tax base; 3) create new jobs for District residents; 4) create opportunities for businesses that are Certified Business Enterprises (CBEs); and 5) encourage businesses to meet Sustainable DC Plan goals.

4. Previous Relevant Experience:

Please describe the applicant organization/company's prior experience related to:

- a) Providing the good/services listed in the Project Narrative to small businesses. Indicate how small business clients have benefitted from these goods/services. Describe the expertise of key staff of the Applicant to provide the goods/services.
- b) Creating and managing grants which were awarded to small businesses or other entities.

Please upload resumes of key staff of the Applicant.

5. **Financial Viability of Applicant and Sub-Grantees**

Please demonstrate the financial viability of the applicant to sponsor upfront capital improvement expenditures. Preference will be given to applications which demonstrate that applicants can absorb upfront costs and which demonstrate that sub-grantees possess the financial resources to operate and grow the business for which they seek a grant.

6. **Percentage of Grant Funds Directly Benefitting Small Businesses**

Demonstrate that the majority of grant funds will directly benefit specific small businesses, either through sub-grants or direct technical assistance, as opposed to benefitting the applicant.

7. **Grant Supports Business Growth and Expansion**

Demonstrate that the grant funds will support the expansion of retail or services businesses located in existing commercial corridors within the District of Columbia. Examples of expansion could include extending hours that a business is open, adding new product lines, or adding new services

offered by the business.

**7. Job Creation:**

Provide the number of new full-time and part-time jobs that will be created due to the work done under the Grant. List the hourly wage or salary for each position. List how many jobs will be filled by District Residents.

4. Percentage of Funds Benefiting CBE Contractors:

Provide the names, full contact information and CBE number for all CBE Contractors you plan to retain to perform work under the Grant. State the total percentage of grant funds that will benefit CBE Contractors.

5. Owner Buy-in:

Applications demonstrating that grant funds will be matched with private-sector funds will receive a higher rating.

6. Support of Sustainable DC Goals:

Describe how the proposed Grant will support the goals of the Sustainable DC Plan. Describe how the proposed Grant activities will incorporate environmentally sustainable features in the existing business.

7. Program Budget:

Provide a program budget by filling in all cells in the table provided in the online application. If you are applying to provide services to multiple small businesses, preference points will be given to applicants who list all businesses proposing to receive the services, with owner name and full contact information along with the type of assistance you propose to provide. Preference points will also be given to those projects that promote business growth and expansion. A sample budget table is provided on the next page. The online application also includes similar tables to upload information about jobs created and CBEs utilized.

<b>CAPITAL IMPROVEMENTS</b>							<b>TOTAL COSTS</b>	
	Business Name	Address	E-mail	Telephone number	Proposed Assistance (e.g., Sign, Painting)	Proposed Cost	Owner's or Matching Funds	
<b>TECHNICAL ASSISTANCE</b>							<b>TOTAL COSTS</b>	
	Business Name	Address	E-mail	Telephone number	Proposed Assistance (e.g., Financial Management)	Proposed Cost	Owner's or Matching Funds	
<b>WORKING CAPITAL</b>							<b>TOTAL COSTS</b>	
	Business Name	Address	E-mail	Telephone number	Proposed Assistance (e.g., Green business expansion)	Proposed Cost	Owner's or Matching Funds	
<b>APPLICANT'S ADMINISTRATIVE COSTS</b>							<b>TOTAL COSTS</b>	<b>% of TOTAL BUDGET</b>
Type of Cost					Proposed Expense	Proposed Cost	Owner's or Matching Funds	
<b>TOTAL PROPOSED BUDGET</b>							<b>TOTAL \$</b>	
<b>TOTAL PRIVATE MATCHING FUNDS</b>							<b>TOTAL \$</b>	<b>% of TOTAL BUDGET</b>

Job Creation by Applicant				
Position Title	Job Type (full time, part time, temporary)	Pay Scale (hourly, salary)	Amount	DC Resident (yes/no)
CBE Contractors				
CBE Name	CBE Number	Contact Name	Contact Email & Phone	Percentage of Requested Funds

**D. Application Documents to be submitted by Applicants**

**Documents Requested**

1. DC Office of Tax and Revenue –Certificate of Clean Hands (DSLBD will pull on your behalf)
2. DC Department of Consumer and Regulatory Affairs –Provide a copy of your Certificate of Good Standing dated no older than May 2, 2014
3. First Source Agreement –A template can be found at [www.does.dc.gov/node/161672](http://www.does.dc.gov/node/161672).
4. W9 Form
5. Most recent IRS tax filings
6. Attestation Statement

By checking the box, my Organization attests that it is not debarred from

procurement's by the Federal Government, the Government of the District of Columbia or any governmental entity. By checking the box, the Organization is attesting that neither the Organization, its officers, partners, principals, members, associates or key employees have been indicted or had charges brought against them; or, has been the subject of legal proceedings arising directly from the provision of services by the organization.

**E. Application Documents from Sub-Grantees to be Submitted by Applicants:**

1. Business Licenses
2. Proof of Financial Viability is bank statements, cash flow statements, balance sheets, or other financial data (i.e. audits, lines of credit, debt/equity, etc.)
3. Two estimates from licensed, bonded contractors, preferably CBE's, reflecting work to be performed and costs:
  - o Copies of 3rd party contracts, if available
  - o Partnership Agreement or Operating Agreement, if applicable

**F. Additional documents required for applications to fund capital improvements:**

1. Color Photographs of Color Photograph of existing conditions (include front of property and areas for capital improvements)
2. At least 2 Photographs or renderings of proposed improvements to the interior and exterior.

**G. Additional documents**

Applicant may upload additional documents, such as resumes, which will help reviewers evaluate this application.

**XVIII. Sample Grant Agreement – Not legally binding**

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**THE DISTRICT OF COLUMBIA  
DEPARTMENT OF SMALL AND LOCAL BUSINESS  
DEVELOPMENT  
AND  
[NAME OF GRANTEE]**

## GRANT AGREEMENT

This GRANT AGREEMENT (this “Agreement”) is made as of this \_\_\_ day of July, 2014 (“Effective Date”) between the District of Columbia, a municipal corporation (the “District”), acting by and through the **Department of Small and Local Business Development** (the “Grantor” or “DSLBD”), and **[insert name of grantee]**, a District of Columbia non-profit [or for profit] corporation (the “Grantee”), with its place of business at **[insert address]**.

### WITNESSETH THAT:

WHEREAS, pursuant to D.C. Code § 2-218.76, there is established as a non-lapsing fund entitled the Commercial Revitalization Assistance Fund (“Fund”). The Fund shall be administered by the DSLBD and shall be separate and independent from any other commercial revitalization programs provided by the District. The Fund shall be used solely to provide commercial revitalization funding to Main Streets programs and other commercial revitalization services; provided, that the Fund shall not be used to provide commercial Clean Team services within a geographic area that is subject to a Business Improvement District.

WHEREAS, Grantor has awarded Grantee the **[insert name of grant]** in the amount of **[insert amount]** from the Fund (“Grant Funds”) to support the development and management of business retention services for the area(s) bounded by: **[insert boundaries]** (the “Grant”).

WHEREAS, the purpose of the Grant is to provide targeted support for small businesses as detailed in the “Program” (defined herein). The Grant will serve the following:

1. Support expansion of existing small businesses;
2. Increase the District’s tax base;
3. Create new jobs for District residents;
4. Create opportunities for businesses that are Certified Business Enterprises (CBEs); and
5. Encourage businesses to meet Sustainable DC Plan goals.

WHEREAS, as a condition precedent to the disbursement of the Grant Funds to the Grantee, the Grantor has required Grantee to enter into this Agreement setting forth the terms and conditions for the provision and use of the Grant Funds;

NOW, THEREFORE, in consideration of the mutual promises of the Grantor and Grantee (collectively the “Parties”), the Parties hereby agree as follows:

### **Section I. Period of Agreement**

This Agreement shall be effective as of the Effective Date and shall remain in effect until six (6) months after the Grantee has filed its closeout report (“Closeout Report”) under Section V.C. of this Agreement, unless earlier terminated; except, with respect to the financial obligations of the District, this Agreement shall remain in effect only until September 30, 2014. The Period of Performance (defined herein), during which the Program shall be implemented by the Grantee, is referenced in Exhibit B.

## **Section II. Grant of Funds**

- A. The Grantor shall provide to the Grantee Grant Funds in the amount [insert Grant amount] from the Fund for the Program.
- B. The Grantee shall submit to Grantor Form W9 - Request for Taxpayer Identification Number and Certification using the most recent IRS form version, which is used to file information to the IRS on income or funds paid to the Grantee. The W9 is a requirement for Grant disbursement.
- C. The Grantee shall submit to Grantor an ACH Vendor Payment Enrollment Form to initiate an Electronic Funds Transfer (EFT) Payment. This step will ensure all disbursement payments are received via direct deposit.
- D. The Grantor shall provide the Grant Funds to the Grantee at such times, and pursuant to such terms and conditions, as are set forth in the Grant Fund Disbursement Section VI and the disbursement schedule included as Exhibit A to this Agreement.
- E. The provision of the Grant Funds by the Grantor shall be subject to the following provisions of this Agreement: Section XIII related to the suspension or termination of Grant funding and the reversion of Grant Funds; Section XVII related to default, Section XIV related to unspent funds, and any other provisions of this Agreement that may limit the obligation of the Grantor to provide the Grant Funds.

## **Section III. Expenditure of Grant Funds**

- A. The Grantee shall expend the Grant Funds solely for the purposes of carrying out the projects, services or activities of the Program described in Exhibit B of this Agreement.
- B. The Grantee shall carry out the Program and expend the Grant Funds only in accordance with the budget set forth as Exhibit C of this Agreement, or as amended by mutual agreement.
- C. The Grantee shall expend Grant Funds only on the eligible costs that are set forth in Exhibit C of this Agreement and that are incurred on or after the Effective Date.

D. Should the Grantor determine that the Grantee expended Grant Funds on costs that are ineligible or do not comply with the terms of this Agreement, the Grantee shall reimburse DSLBD for these disallowed costs. The Grantee shall be given the opportunity to justify the questioned costs prior to Grantor's determination of disallowed costs. If the Grantor ultimately determines the costs are disallowed, the Grantee shall reimburse the Grantor in full the disallowed costs within five (5) business days after final official notification from the Grantor. If the reimbursement is not received in full after ten (10) calendar days at the sole discretion of the Grantor: (a) this Agreement shall be terminated by the Grantor; or (b) the reimbursement shall be automatically deducted for any remaining Grant Funds not yet disbursed by the Grantor; or (c) the Grantee shall receive no further Grant Funds from the Grantor until such time as the reimbursement is made in full.

E. The Grantee shall expend all Grant Funds by September 30, 2014 ("End of Grant Period").

F. If the Grantee does not perform all the work under the Grant in-house and subcontracts out any portion of the work to a company (other than a non-profit), the Grantee shall hire and contract with Certified Business Enterprises certified pursuant to the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Law 16-33; D.C. Official Code 2-218.01 et seq.) (each "CBE") for 100% of the work to be subcontracted (excluding Grant Funds spent with other non-profit organizations and other excluded costs pre-approved by Grantor in its sole discretion). Generally, costs that may be excluded by Grantor in its sole discretion include services in which there are no CBE companies to provide said services. The Grantee must provide a written request for prior approval of excludable costs. A searchable list of CBEs can be found at [www.dslbd.dc.gov](http://www.dslbd.dc.gov). If the Grantee subcontracts a portion of the Grant and fails to achieve this requirement, the Grantor may impose a fine not to exceed 25% of the total amount that should have been procured with CBEs as determined by the Grantor in its sole discretion or the amount of the shortfall between the amount that should have been expended with CBEs and the actual amount expended with CBEs, whichever is greater. In addition, failure to adhere to this requirement could result in the Grantee being prohibited from entering future grant agreements with Grantor.

G. Grantee shall pay its affiliated employees, who perform services pursuant to this Grant and are paid with Grant Funds during the Grant Period, no less than the living wage, as defined by the Living Wage Act of 2006, Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) ("Living Wage Act"), whether Grantee is exempt from the Living Wage Act, or not.

1. Definitions – the following definitions shall apply to this section.

- i. "Affiliated employee" means any individual employed by Grantee who performs services pursuant to this Grant, including any employee of a contractor or subcontractor of Grantee who performs services pursuant to this Grant."

- ii. "Living wage" means an hourly wage rate of \$13.60 per hour, regardless of whether health care benefits are provided. The living wage is adjusted by the DC Department of Employment Services ("DOES") on an annual basis by the average annual increase, if any, in the Consumer Price Index for all Urban Consumers in the Washington Metropolitan Statistical Area, and is therefore subject to change. The current living wage of \$13.60 was set by DOES February 24, 2014, retroactive to January 1, 2014. The 2015 rate is expected to be announced by March 1, 2015."
2. Grantee shall pay their affiliated employees assigned to this Grant an hourly rate that is no less than the living wage. All of the Grantee's subcontractors are required to pay their affiliated employees no less than the living wage if the subcontractor received \$50,000 or more from the Grantee, provided the funds used to pay the subcontractor are Grant funds.
3. DOES adjusts the living wage on an annual basis, no later than March 1<sup>st</sup> of every year. Grantee is responsible for knowing the living wage at all times. Grantee is responsible for ensuring that all affiliated employees receive no less than the living wage.
4. If DOES adjusts the living wage during the effective dates of the Grant, Grantee shall adjust the wages paid to affiliated employees, if necessary, to no less than the adjusted living wage.
5. Grantee, and any subcontractor of Grantee, shall provide to each affiliated employee a fact sheet, and shall post a notice in a conspicuous site in its place of business, that includes; the living wage hourly rate, a summary of the requirements of the Living Wage Act, and information concerning the enforcement of the Living Wage Act, including the name, address, and telephone number of the individual or entity to which complaints of noncompliance should be made. Grantee can obtain copies of the fact sheet and notice from DOES. Grantee shall provide copies of the fact sheet and notice to any subcontractors, if applicable.
6. Grantee and Grantee's subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years from the payroll date for affiliated employees.
7. The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of An Act To provide for the payment and collection of wages in the District of Columbia, approved August 3, 1956 (70 Stat. 976; D.C. Official Code § 32-1301 *et seq.*).

#### **Section IV. Program Implementation**

##### **A. Service Delivery**

1. The Grantee shall implement the service delivery plan specified in the Program's Scope of Work (see Exhibit B, Section I). The service delivery plan comprises the schedule, staffing and frequency by which the Grantee will deliver the small business improvement services to businesses; and
2. The Grantee may make a written request to the Grantor to delete a service area at any time during the term of this Agreement. If the Grantor allows the Grantee to delete or reduce a service area, the Grant Funds shall be reduced commensurate with the cost to provide basic and additional services in the adjusted service area.

##### **B. Project Management and Performance Monitoring**

The Grantee shall establish the necessary project management and performance monitoring systems that would enable it to track and submit the report items listed in Reporting, Section V using the DSLBD Commercial Clean Team Online system at octo.quickbase.com.

#### **Section V. Reporting Requirements**

##### **A. Progress Reports**

1. The Grantee shall submit a quarterly progress report ("Progress Report") to the Grantor, until all Grant Funds have been expended and the Grantor has submitted a Closeout Report under subsection B of this section. Quarters shall run October 1 through December 31, January 1 through March 31, April 1 through June 30, and July 1 through September 30.
2. Progress Reports shall be delivered to DSLBD on the 10<sup>th</sup> business day after the close of the immediately preceding quarter and shall cover the activities of the immediately preceding quarter.
3. Notwithstanding anything herein, DSLBD may require Grantee to submit monthly rather than quarterly Progress Reports if, in DSLBD's sole discretion, Grantee is not satisfactorily progressing.
4. Each Progress Report shall include the following:
  - a. A narrative report of the activities performed under the Program, which shall include the following:

- i. The status of accomplishments for each activity and a description of the accomplishments achieved during the period covered by the Progress Report;
  - ii. Any deadline for the completion of any task which has not been met along with an explanation of why the deadline has not been met and a revised completion date;
  - iii. Update on performance indicators and deliverables specified in Exhibit E;
- b. An expense report, containing:
- i. A listing of each expenditure of Grant Funds and, for each expenditure, a designation of the eligible cost category with which the expenditure is associated; include:
    - 1) List of materials and their costs and supporting documentation (i.e. receipts, paid invoices); and
    - 2) Labor costs including hourly rates for all laborers;
  - ii. A narrative description of each expenditure of Grant Funds;
  - iii. Documentation for each expenditure of Grant Funds that shall include, but not be limited to, paid invoices for direct and indirect non-personnel costs, paid invoices for contract employees, paid invoices for consultants, approved time distribution sheets for employees, and certified payroll reports for employees;
  - iv. List of improvement costs by property; and listing of disbursement (expenditures) for vendor/contractor invoices, according to eligible cost categories defined in Exhibit D;
  - v. Non-expendable equipment inventory report, listing each purchase or lease of non-expendable equipment acquired entirely or in part with Grant Funds; include:
    - 1) Name and description of the equipment;
    - 2) Purchase price or lease price; and

- 3) Date of purchase or term of lease, the serial number, vendor, and estimated useful life;
  - vi. List of businesses receiving grants or counseling, including owner name, telephone, email, and business address.
  - c. A procurement report shall include services for construction, legal, accounting, auditing, consultant specialists, and employment services along with the following details:
    - i. A description of the services being provided, including specific deliverables;
    - ii. The name of the person or business entity providing the services; and specify if the business is a Certified Business Enterprise (CBE);
    - iii. The cost of the services delivered during the reporting period and the estimated cost over the full term of the procurement; and
    - iv. The period of performance for the procurement.
  - e. Copies of the minutes from any meeting of the Board of Directors of the Grantee that took place during the period covered by the Progress Report.
1. The Grantee shall submit its Quarterly Reports to the Grantor on or before the 10th day of the month after the close of the immediately preceding quarter using the DC Commercial Clean Team Online system at [octo.quickbase.com](http://octo.quickbase.com), which can be accessed via the Internet or the Quickbase smartphone app. The Grantee may access the online reporting system throughout the quarterly reporting period.
  2. Late Submission—Reports are considered late if the Grantee submits incomplete data or submits data after the report submission deadline.
  3. Proof of Payment for Expense Reporting—Proof of Payment is required to receive reimbursement for all staffing, goods, services and fuel costs approved by the Grantor in the Program Budget (Exhibit C) and incurred during the Program’s Period of Performance (defined herein). The Grantee will only receive reimbursement for expenses submitted with acceptable proof of payment in its Quarterly Report.

a. Proof of Payment is required for the first two financial reports submitted by Grantee. If submitted financial reports are adequate, Proof of Payment will be waived for subsequent financial reports. Records documenting Proof of Payment for all expenses associated with this Grant should be maintained by Grantee and available for inspection by DSLBD at any time.

b. Staffing Expenses

The Grantee shall submit the following item for all hourly wage workers and salaried workers if they are employed directly by the Grantee.

- i. Payroll statements with name of workers, payroll period, total hours worked, amount of taxes, amount of fringe (if applicable), date payroll check sent to payee and total amount of payroll;
- ii. Grant Bank Account statements indicating itemized invoices with the amounts that correspond to the service provider's payroll payments for the same period.

c. Goods and Services

The Grantee shall submit the following items to demonstrate payment for goods and services, including services obtained through subcontracting or sub-granting this Grant:

- i. Receipt which may be a cashier's receipt, vendor contract or purchase order. All receipts must be issued by the seller (e.g. store, vendor, supplier), itemize the goods purchased, and indicate for which items the Grantee is seeking reimbursement; and
- ii. Financial transaction document which may be:
  - a. Debit card line item listed in the Grant Bank Statement with the same transaction amount as the receipt; or
  - b. Copy of canceled check addressed to the store, vendor or supplier with the same transaction amount as the receipt.

d. Transportation

The Grantee shall submit a transportation log that indicates for each day of travel related to implementing the Program:

- i. Date; and
- ii. total miles.

C. Closeout Report

1. The Grantee shall submit a Closeout Report within thirty (30) days after the Grantee has expended all of the Grant Funds.
2. The Closeout Report shall cover the period beginning on the Effective Date and ending on the date of the Closeout Report.
3. The Closeout Report shall include the following:
  - a. The number of full time and part time jobs gained as a result of the Program and the equivalent dollar amounts; and
  - b. Other indicators that the Grantor may request in advance of closeout.

D. Review and Approval of Reports

The Monthly Reports, Quarterly Reports and the Closeout Report shall be subject to the review and approval of the Grantor. Grantor will only review complete reports. If it is determined the report is not complete, Grantor will stop review until the Grantee completes its submission. Submission of late or incomplete reports will affect the processing of disbursement requests.

**Section VI. Grant Fund Disbursement**

A. Initial Disbursement

1. Within five (5) business days of receipt of an executed Agreement, the Grantee may submit a request for the initial disbursement amount (see Exhibit A). The request shall comprise:
  - a. an invoice;
  - b. copy of Grant Bank Account number and routing information, and
  - c. completed IRS Form W9 – Request for Taxpayer Identification Number and Certification (2011 version).
2. Upon receipt of a complete request, the Grantor will review and submit for the request for payment processing within ten (10) business days.

B. Subsequent Disbursement

1. After the initial disbursement, the Grantor will disburse Grant Funds to the Grantee when invoices are submitted by Grantee, contingent on the Grantee complying with the terms outlined in this Section.
2. The Grantee shall be current with all Reporting (Section V.A and B.) and the terms of the Agreement prior to submitting requests for

disbursement. The Grantor will not review requests if the Grantee is not current with all reporting.

3. The amount of subsequent disbursements is based on the amount of eligible costs (see Exhibit C) which:
  - a. the Grantee submitted in its most recent Quarterly Report;
  - b. if required, are supported by acceptable proof of payment in accordance with Section V.B.5;
  - c. are within the amount approved for the corresponding budget line (see Exhibit C); and
  - d. are approved by the Grantor.
4. The Grantor will adjust the disbursement request amount for:
  - a. any ineligible costs submitted by the Grantee;
  - b. eligible costs submitted by the Grantee without acceptable proof of payment if required in accordance with Section V.B.5;
  - c. eligible costs that exceed the approved budgeted line item amount in Exhibit C; and
  - d. initial Grant Funds received from the Initial Disbursement.
5. To initiate each disbursement request, the Grantee shall submit an invoice using the DC Commercial Clean Team online system. The invoice amount should correspond with the total amount of eligible costs supported by acceptable proof of payment in its most recent Quarterly Report. Grantee must notify DSLBD via email when invoices are uploaded through the online system.
6. The Grantor will review and process disbursement requests within 15 business days of the date the Grantee submits a complete disbursement request.
7. The Grantor will disburse Grant Funds by electronic fund transfer to the Grantee's separate bank account for the Program Grant Funds (see Section VII.A).

## **Section VII. Accounting Requirements**

A. The Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement. The records and documentation shall be organized by eligible cost categories established set forth in Exhibit C, and shall include an itemized list of each expenditure for which Grant Funds were used.

B. The Grantee shall maintain its accounting records, at a minimum, on a double entry accrual basis.

C. The Grantee shall support all costs paid for with Grant Funds with properly executed payrolls, acceptable proof of payment with associated invoices and contracts, vouchers, purchase orders, or other accounting documents (see Section V.B.5.).

D. All records that the Grantee is required to maintain under this Section shall be clearly identified and legible.

E. The Grantee shall establish a separate bank account record independent of other account records of the Grantee for the Grant Funds (“Grant Bank Account”) prior to start of services for the Period of Performance. All financial transactions related to the Program shall be conducted using the Grant Bank Account, including but not limited to: deposit of Grant Funds; payment of hourly wage workers; payment of vendors for goods; fuel for truck; and, payment to subcontractors for additional services. Accordingly, all of the Grantee’s operational funding shall be subject to audit as applicable. If only consulting is provided by the Grantee and the Grantee does not pay out Grant Funds to other people/ businesses/ vendors/ contractors/ subcontractors outside of the Grantee’s company; or does not pay for goods, materials, supplies, etc. provided by a third party, a separate bank account is not required.

### **Section VIII. Insurance**

A. The Grantee shall maintain General Liability and Auto insurance coverage in the name of the Grantee, which must cover the Period of Performance. The Workers Compensation insurance coverage shall be in the name of the Grantee’s selected service provider, and must also cover the Period of Performance (see Exhibit B, Section I).

B. The General Liability policy and any other policy that covers activities that might be undertaken in connection with the Program shall contain additional endorsements that:

1. Name the Government of the District of Columbia, and its officers, employees, agents, volunteers, contractors and subcontractors as additional named insured with respect to liabilities arising out of the performance of services under the Grant; and
2. Waive all rights of subrogation against the Government of the District of Columbia, its officers, employees, agents, volunteers, contractors and subcontractors.

C. The Grantee shall submit to the Grantor, before service delivery begins (see Exhibit B), a copy of the binder or cover sheet for current insurance policies that demonstrates the Grantee has met the aforementioned terms in this Section.

### **Section IX. Records Maintenance and Inspections**

#### **A. Records Maintenance**

The Grantee shall retain all records relating to the Grant and the expenditure of Grant Funds, including all records required to be maintained pursuant to this Agreement,

for a period of not less than six (6) years after the latest of the final Closeout Report or the End of the Grant Period. In addition, records resulting from the resolution of an audit or monitoring finding shall be maintained for a period of not less than six (6) years after the latest of the final Closeout Report, the End of the Grant Period or resolution of the finding. The Grantee shall be required to make available, upon request, files and records that will assist the Grantor and the District in assessing compliance with this Agreement and the impact of the Grant.

**B. Availability and Inspection of Records**

The Grantee shall make available to the Grantor for examination and copying, at reasonable times and locations and after reasonable notice from the Grantor, any and all information and records related to the Grantee's performance of the Program, any and all records and documentation prepared pursuant to this Agreement, and any and all information and records related to the receipt, expenditure and accounting of the Grant Funds. The Grantee shall cooperate fully with the Grantor in locating and making accessible any such records.

**Section X. Publicity and Acknowledgement**

**A. Materials**

Any written or printed material distributed or posted by Grantee that publicizes the Program shall include information that the Program is being funded, partially or fully, through the Department of Small and Local Business Development. In addition, announcements that publicize the Program, including but not limited to, newspaper, radio and television announcements or advertisements, flyers and postings, shall acknowledge funding by the Department of Small and Local Business Development.

**Section XI. Performance Evaluation and Monitoring**

A. The Grantor may conduct evaluations and perform on-site monitoring of Program performance at such times and with such frequency as the Grantor deems appropriate in its sole discretion. The Grantee shall cooperate fully with the Grantor in the Grantor's performance of any evaluation or monitoring under this Agreement.

B. If the Grantor finds any deficiencies during its evaluation or monitoring, the Grantor may issue a written finding of deficiencies to the Grantee along with a demand to cure the deficiencies by a specified date. If the Grantee does not cure the deficiencies by the date specified, the Grantee shall be considered to be in default of this Agreement under Section XVII.

**Section XII. Organizational Audit**

A. The Grantor may conduct financial audits, at the Grantor's sole discretion, of all funding sources of the Grantee in accordance with the auditing standards promulgated by the Comptroller General of the United States, as published in the latest edition of the Government Accountability Office's *Government Auditing Standards*.

B. The Grantee shall fully clear or remedy any deficiencies noted in an audit conducted by the Grantor or the District under this Section within sixty (60) days after the receipt of the audit by the Grantee.

C. The Grantee shall cooperate fully with the Grantor or the District in the conduct of an audit under this Section.

**Section XIII. Suspension or Termination of Grant Funding; Reversion of Funds**

A. In the event that the Grantee (i) has not demonstrated satisfactory performance or financial accountability or (ii) has not spent the Grant Funds in a timely manner or (iii) is in default as described in Section XVII of this Agreement or (iv) is not in compliance with all applicable District and federal laws and regulations, all as determined in the sole discretion of the Grantor, the Grantor may suspend or terminate funding to the Grantee and may demand in writing the repayment or return of some or all of the Grant Funds, whether or not such Grant Funds have been previously obligated or committed by the Grantee, any accounts receivable attributable to the use of the Grant Funds and any income generated by the Grant Funds.

B. The Grantee shall repay all Grant Funds demanded by the Grantor under paragraph A of this Section to the Grantor upon receipt of the Grantor's written demand and in accordance with the Grantor's written instructions.

C. Upon termination or conclusion of this Agreement, the Grantee shall immediately return to the Grantor any unused Grant Funds along with a full accounting of the total Grant Funds spent during the period of this Agreement and the monetary equivalent, to be determined the Grantor, of all non-expendable property and equipment purchased with Grant Funds.

D. The Grantor may suspend or terminate the provision of Grant Funds under this Agreement for the convenience of the Grantor.

**Section XIV. Unspent Funds**

At the End of Grant Period or upon final completion or termination of the Program, whichever is earlier, the Grantee shall transfer any unspent, excess or surplus Grant Funds to the Grantor.

## **Section XV. Grant Administrator**

A. The Grant Administrator for this Grant is Robert Summers (“Grant Administrator”). The Grant Administrator is the Grantor’s authorized representative for this Grant. The telephone number of the Administrator is 202-727-3900. The Grantee shall contact the Grant Administrator with any questions or concerns regarding the technical implementation or interpretation of this Grant.

B. The Grant Administrator will be responsible for, among other responsibilities, the following:

1. Interpreting the provisions of this Agreement, where such interpretation is not of a legal nature;
2. Assisting the Grantee in the resolution of technical problems encountered during performance of the obligations of this Agreement; and
3. Technical assistance to develop and implement Program assistance and services.

## **Section XVI. Non-Discrimination**

In the provision of goods or services associated with the Program, the Grantee shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business. In addition, the Grantee shall not engage in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*)

## **Section XVII. Default; Remedy; Non-Waiver**

A. Any failure by the Grantee or its agents to comply with any of the terms or conditions of this Agreement, as such failure is determined in the sole discretion of the Grantor, shall constitute a default under this Agreement.

B. In the event of a default, the Grantor may provide to the Grantee written notice of the default along with a demand to cure by a date established in the Grantor’s sole discretion but in no event less than ten (10) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, the Grantee shall return to the Grantor any remaining Grant Funds in the possession of the Grantee, the Grantor shall not be obligated to provide any additional Grant Funds to the Grantee, the Grantor may exercise any additional right to reversion under Section XIII of this

Agreement and the Grantor may exercise any other legal or equitable remedies available to the Grantor.

C. No delay or omission of the Grantor or the District to exercise any right, power or remedy accruing upon an event of default shall impair any such right, power or remedy or shall be construed to be a waiver of, or acquiescence to, any such default.

**Section XVIII. Freedom of Information Act Notice**

The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 *et seq.*) (“FOIA”) provides that “any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act.” A “public record” has been defined by section 2(13) of the District of Columbia Public Record Management Act of 1985, effective September 5, 1985 (D.C. Law 6-19; D.C. Official Code § 2-1701(13)) as “any document, book, photographic image, electronic data recording, paper, sounding recording, or other material regardless of physical form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.”

Grantee acknowledges that all information and documentation submitted to the District pursuant to this Agreement, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request. The Grantor and the District shall have no liability related to such disclosure.

**Section XIX. Notices**

All notices required under this Agreement shall be sent by U.S. mail or email (if email confirmation obtained) to the following addresses:

As to Grantee:

[Name]

[Title]

[Organization Name]

[Address]

[email address]

As to Grantor:

Robert Summers

Director

Department of Small and Local Business Development

441 4<sup>th</sup> Street, NW, Suite 850N

Washington, DC 20001

[robert.summers@dc.gov](mailto:robert.summers@dc.gov)

**Section XX. Nonassignability**

This Agreement may not be assigned by the Grantee to any person, corporation, partnership, or any other entity, including any assignment caused by a change in the corporate structure of the Grantee, unless the Grantor agrees in writing to the assignment.

**Section XXI. Indemnification**

The Grantee, for itself and any successors and assigns, hereby agrees to and shall hold harmless and indemnify the Grantor and the District from and against any and all losses, claims, or injuries arising from this Agreement.

**Section XXII. Anti-Deficiency Requirement**

Notwithstanding any other provisions of this Agreement, the terms and conditions of this Agreement, including but not limited to provisions pertaining to funding or the Grant amount, are and shall remain subject to the fourth sentence of section 446 of the Home Rule Act, D.C. Official Code § 1-204.46, the federal Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq.* and the District Anti-Deficiency Act, D.C. Official Code § 47-355.01 *et seq.* No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the Grantor or the District.

**Section XXIII. Modification**

A. The terms and conditions of this Agreement may not be modified, waived, or terminated (except as provided in Section XIII herein), in whole or in part, unless agreed to in writing by the Parties.

B. The Grantee shall not change the Program or the amounts specified in the eligible cost categories set forth in Exhibit C without the prior written approval of the Grantor. The Grantee shall request in writing approval of any proposed change to the Program or the amounts specified in the eligible cost categories and shall provide adequate supporting information and a revised budget along with its request. All such requests shall be signed and dated.

**Section XXIV. Non-Waiver**

None of the terms and conditions contained in this Agreement shall be considered abrogated or waived by reason of any failure or refusal by the Grantor to enforce the same.

**Section XXV. Applicable Law**

The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia.

**Section XXVI. Severability**

In the event that any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, all remaining provisions of this Agreement shall be valid, binding, and enforceable against the Parties.

**Section XXVII. Total Agreement**

This Agreement, including Exhibits A, B and C which are specifically incorporated herein by reference and made a part thereof, constitutes the total and entire agreement between the Parties. All previous discussions, writings, and agreements are merged herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed, acknowledged and delivered in their names by their duly authorized representatives.

**Grantor - Department of Small and Local Business Development**

By: \_\_\_\_\_  
Robert Summers  
Director  
Department of Small and Local Business Development

**Grantee – [Name]**

By: \_\_\_\_\_  
[Name]  
President (or Executive Director)  
[Organization Name]

**EXHIBIT A  
DISBURSEMENT SCHEDULE**

The Grant Funds of [amount] shall be disbursed following the schedule below and contingent on the Grantee's compliance with the disbursement process described in Section VI. of this Agreement.

Disbursement Request #	Amount
<b>Disbursement #1</b> Submit Invoice within five (5) business days of receipt of an executed Agreement.	<b>[1/3 of total grant amount \$]</b> An advance disbursement for costs associated with initial startup operations, wages, salary and fringe during Quarter 1. Disbursement is contingent on the Grantee submitting all pre-award documents to demonstrate eligibility, including General Liability Insurance with DC Government Endorsement language that covers the Grant Period of Performance.
<b>Disbursement #2</b> Submit proof of payment supporting this amount.	<b>[1/3 of total grant amount \$]</b> Amount to be determined based on the adequately documented, eligible expenses submitted by the Grantee with its Quarterly Report. Reimbursement of Indirect Costs will not exceed 30% of the total indirect cost amount approved in Exhibit C.
<b>Final Disbursement</b> Submit proof of payment (receipts) supporting this amount.	<b>[1/3 of total grant amount \$]</b> Upon submission of all reports, the final disbursement will be made to Grantee.
<b>TOTAL</b>	<b>Not to exceed Grant Award Amount \$[amount]</b>

**EXHIBIT B**  
**SCOPE OF WORK FOR THE [Name of Project] (“PROGRAM”)**

The Grantee shall expend the Grant Funds solely for the purposes of carrying out the projects, services or activities described in the following scope of work.

**I. Period of Performance**

The Program period of performance is July 1, 2014 through September 15, 2014 (“Period of Performance”).

**II. Service Areas**

**III. A. [Insert boundaries] Services**

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**IV. [insert description of services provided by Grantee] PERFORMANCE INDICATORS AND DELIVERABLES**

**[insert description of deliverables and performance indicators]**

SAMPLE

**EXHIBIT C  
PROGRAM BUDGET and ELIGIBLE COSTS**

The total Grant Funds of **[\$insert amount]** is based on the following budget.

Eligible costs that are listed below are based on expenses, which were proposed by the Grantee and accepted by the Grantor. **Grant Funds Cannot Be Used To Purchase A Truck Or Vehicle.**

CATEGORY	APPROVED BUDGET	ELIGIBLE COSTS
<b>Direct Costs</b>	\$	
<b>Total Indirect Costs</b>	\$	Indirect Costs may include but are not limited to: Accounting fees, Bank Account Establishment and service fee, Devices and Service fees (e.g., cell and walkie-talkie service payments, approved by DSLBD if calls where only related to the performance of the Grant); Office Equipment, Office Supplies, Payroll Processing Services, Insurance Costs, and Rent.
<b>TOTAL BUDGET</b>	\$	

**EXHIBIT D  
CBE EXPENDITURE BUDGET**

Uses of Funds	Expenditure	Exclusions	Adjusted Budget	Justification Request for Exclusion
<b>Total Budget</b>	\$	\$	\$	
<b>CBE Minimum Expenditure (100% of Adjusted Budget)</b>			\$	