



DC Department of Employment Services

FY 2025

Office of Youth Programs Research Grant

Request for Applications (RFA)

RFA No.: DOES –OYP Research-2025

RFA Issue Date	May 2, 2025
Closing Date and Time	May 23, 2025 at 3:00 p.m.
Submission	<i>Applications shall be submitted electronically through the Grants Management Portal, click here:</i> <u>Grants Management System</u> Paper Applications will not be accepted
Pre-Application Conference	A virtual pre-application conference will be held on May 14, 2025 at 11:00 am. (Please email <u>OGAGRANTS@dc.gov</u> if you will be attending the pre-application meeting.)

Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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SECTION 1: GENERAL INFORMATION

1.1 Introduction

- 1.1.1 The District of Columbia Department of Employment Services (DOES) issues this Request for Applications (RFA) for the OYP Research Grant.

1.2 Agency Contact

- 1.2.1 For additional information regarding this grant competition, please contact:

Vanessa Black
Department of Employment Services
Office of Grant Administration and Resource Allocation (OGARA)
Email: OGAGrants@dc.gov

1.3 Key Dates

Notice of Funding Announcement Date	April 18, 2025
Request for Application Release Date	May 2, 2025
Pre-Application Conference Date	May 14, 2025
Application Submission Deadline	May 23, 2025
Anticipated Award Start Date	June 2025

1.4 Grantmaking Authority

- 1.4.1 DOES is authorized to issue this grant pursuant to section 2 of the “Workforce Job Development Grant-Making Authority Act of 2012” effective April 23, 2013 (D.C. Law 19-269; D.C. Code § 1-328.05).
- 1.4.2 The Department of Employment Services (DOES) reserves the right without prior notice, to reduce or cancel one or more programs listed in this Request for Applications (RFA). DOES reserves the right to reject all applications, adjust the total available funds or cancel the RFA in part or whole. Funding levels for the total program and budget amounts of individual awards shall be contingent upon continued receipt of funding by DOES, as well as any reduction, elimination or reallocation of funds by a federal grantor, the Executive Office of the Mayor (EOM) and/or DOES. Any adjustments shall be in accordance with authorizing legislation for the use of funds, all DC municipal regulations for grant-making and the applicable federal and DOES terms of agreement.

1.5 Overview

- 1.5.1 The Department of Employment Services (DOES) connects District of Columbia (District) residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities. DOES provides a range of programs and services

to jobseekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs.

The Office of Youth Programs (OYP) develops and administers workforce development programs for District youth. OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Currently, pursuant to the *Youth Employment Act of 1979* (D.C. Law 3-46; D.C. Code § 32-245), OYP conducts an evaluation of the summer program. OYP would like to explore the impacts of these summer programs further and is seeking qualified applications from providers to conduct research on the Mayor Marion S. Barry Summer Youth Employment Program (MBSYEP) and the Career Ready Early Scholars Program (CRESP).

SECTION 2: AWARD INFORMATION

2.1 Total Amount of Funding to be Awarded

2.1.1 Up to \$90,000.00 is available in total for awards through this RFA.

2.2 Anticipated Number of Awards

2.2.1 DOES intends to issue one (1) grant award. DOES, however reserves the right to make additional awards or no awards pending availability of funds and quantity and quality of applications.

2.3 Performance and Funding Period

2.3.1 The OYP Research grant will operate from date of award to one year thereafter.

2.3.2 DOES reserves the right to exercise single option years up to three additional years beyond the original period of performance if funding is available in the designated option year and the Grantee has met the performance requirements of the grant.

2.4 Source of Funding

2.4.1 The OYP Research Grant is funded 100% through local funds from the District of Columbia.

2.4.2 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 applications.

2.5 Anti-Deficiency Considerations

- 2.5.1 Grantees 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 3: BACKGROUND & PURPOSE

3.1 Background

To build a more holistic workforce development system for District youth, DOES implements several key initiatives, including https://does.dc.gov/sites/default/files/dc/sites/does/publication/attachments/WorkforceforYouthDC_single.pdf the Mayor’s Youth Leadership Institute (MBYLI), the Mayor’s Opportunity Scholarship (MOS), the High School Internship Program (HSIP) and other in-school and out-of-school youth-serving opportunities. Our work in this area is anchored by two signature programs operated by DOES: the decades-long Marion Barry Summer Youth Employment Program (MSYEP) and the newer Career Ready Early Scholars Program (CRESP).

MBSYEP is a locally funded initiative sponsored by the Department of Employment Services (DOES) that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the private and government sectors. Through MBSYEP, we strive to provide young people with the opportunity to:

- (a) Earn money and gain meaningful work experience;
- (b) Learn and develop the skills, attitudes, and commitment necessary to succeed in today’s world of work;
- (c) Gain exposure to various exciting career industries; and,
- (d) Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC metropolitan area make this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

CRESP is a locally funded initiative sponsored by the Department of Employment Services (DOES). CRESP provides District scholars aged 9 to 13 - who are in middle school or elementary school – a chance to engage in comprehensive college and career exploration programming. This program provides a diverse and hands-on experience during the summer, helping young scholars discover various college and career pathways and develop essential skills for their future. Through CRESP, we empower scholars to:

- (a) Earn money while developing valuable skills in academic, leadership and personal enrichment, setting them up for success in their educational pursuits from grade school to higher education and beyond;
- (b) Gain exposure to various topics such as financial literacy, college readiness, healthcare, public safety, STEM, entrepreneurship, AI/Robotics and film, music, entertainment and more; and
- (c) Experience learning in various settings throughout the District, including colleges and universities, as well as DCPS public, private or charter schools.

Though CRESP is a short-term exploration program, our goal is to introduce our scholars to career and college-readiness, workforce and leadership development and self-awareness and advocacy.

3.2 Definitions

3.3 Purpose

The purpose of OYP Research Grant is to study how the outcomes of MBSYEP and CRESP participants compare over time.

SECTION 4: ELIGIBILITY

4.1 Eligibility Requirements

- 4.1.1 Applicants shall 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.
- 4.1.2 Eligible applicants include public and private non-profit and for-profit organizations eligible to do business with the District government, including but not limited to community-based organizations, faith-based organizations, Public, charter, or alternative secondary schools and post-secondary institutions.
- 4.1.3 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.

4.2 Experience Requirements

- 4.2.1 Applicants shall have demonstrated expert knowledge, qualifications and experience in providing the requested services, including but not limited to delivering the high-quality research and analysis responsive to this RFA.

SECTION 5: SCOPE OF WORK/PERFORMANCE REQUIREMENTS

5.1 Scope of Services

5.1.1 OYP Research Grant shall explore the following research questions:

- (a) How does CRESP and MBSYEP impact short-term behavioral outcomes for youth participants? What specific benefits do program participants experience during the summer months?
- (b) What are the long-term implications of CRESP and MBSYEP on employment, academic and criminal justice outcomes for youth over the 1–5-year period following program participation?
- (c) How do outcomes vary across diverse backgrounds, including those from varying demographic groups, socioeconomic statuses and neighborhood environments?
And,
- (d) How can DOES-OYP improve program application, selection and matching, and hiring and onboarding processes to remove barriers to workforce development opportunities for the most disadvantaged youth?

5.1.2 In addition to the research questions set for in Section 5.1.1, the OYP Research Grant shall explore three additional three research questions using quantitative and qualitative data.

5.1.3 OYP Research Grant includes the following research phases:

- (a) Phase 1: Evaluating qualitative outcomes using survey, interview and focus group data collected by the grantee; and
- (b) Phase 2: Evaluating quantitative outcomes using administrative records from schools, employment and criminal justice records.

5.1.4 All data collected through survey, interview and focus group shall be provided to OYP.

5.1.5 The research and analysis shall be provided in a final report with an executive summary and all supporting documents, responding to the questions in Section 5.1.1 based on the research phases in Section 5.1.2, as follows:

- (a) The written report shall be succinct, cogent, edited and comprehensive, capturing the above-mentioned research and analysis;
- (b) The draft report shall be presented to DOES for review and approval. Revisions based on DOES feedback shall be incorporated;
- (c) The final report shall be released and finding shall be presented to internal and external stakeholders, ensuring transparency of the results; and
- (d) Any reports generated are the sole property of DOES.

5.2 Staffing Requirements

5.2.1 Grantee shall employ adequate administrative, professional, and paraprofessional staff to meet the specifications of the scope of work and shall maintain documentation that staff

possesses adequate training and continued competence to perform the duties they have been assigned.

5.3 Reporting and Deliverables

5.3.1 Grantees will be required to collect, track, and report information on all grant activities, services provided, and individuals served.

5.3.2 The required program reports are described below and shall be submitted in accordance with the timeline and method below:

Table 1. Reporting

Items	Reports	Quantity	Format and Method of Delivery	Due Date
Item 1	Attendance Sheets	1	Via email	Weekly/Friday by 3:00pm
Item 2	Monthly Program Report <ul style="list-style-type: none"> • Partnership development progress • Participant outreach/program recruitment progress • Proof of pre-survey data with program participants • Proof of post survey data with participants, parents and employers 	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Expenditure Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 5	Close out/Final Report	1	Via email	30 days after grant end date
Item 6	LEP/NEP Report	1	Via email	Quarterly

5.3.3 Any reports generated are the sole property of DOES. The grantee must receive prior written permission from DOES, in order to use or disclose any report or its contents.

5.3.4 A summary of all deliverables including quantity, formats, and deadlines are included in the table below. Each deliverable shall be submitted to the Grant Administrator within the due date timeline specified below. Upon award, the executed Grant Agreement will contain a finalized deliverable table.

Table 2. Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Invoices	1	Via Grantees Portal	Monthly
Item 3	Disaggregate demographic data (age, wage, grade, ward and gender)	1	Excel; Via email	Completion on Cohort
Item 4	National Student Clearinghouse (NSC) data obtained that includes college enrollment and degrees obtained.	1	Excel; Via email	Completion on Cohort
Item 5	Criminal justice data such as arrest or arraignment data that includes type of incident and outcome.	1	Excel; Via email	Completion on Cohort
Item 6	Final Report – Draft	1	Via email	August 1, 2025
Item 7	Final Report	1	Via email	September 15, 2025

5.3.5 All final program deliverables must be submitted to DOES within the timeframe above but no later than the last day of the period of performance.

5.4 Data Collection

5.4.1 Grantee 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 form approved by DOES on a quarterly basis.

5.4.2 Grantee shall collect and report statistical information as requested by DOES, including program specific related activities and outcomes.

5.5 Evaluation

5.5.1 Grantee will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.

SECTION 6: APPLICATION COMPONENTS

6.1 Application Profile

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

6.2 Applicant Summary

6.2.1 Each application must include an Application Summary. This section of the application must summarize how the organization will implement the project in service of the goal and objectives.

6.3 Staffing Plan

6.3.1 The staffing plan should describe staff organization for the specific program, the proposed staff ratio and provide narrative descriptions for key staff, including number of hours per week, job responsibilities, and qualifications. The plan should clearly indicate which staff positions will need to be hired.

6.4 Project Narrative

6.4.1 The applicant must provide a full description of the program and how it will accomplish the how the applicant will successfully achieve the goals of the grant. Furthermore, this section should discuss the process the applicant will use to meet all requirements set forth in Section 5. The program narrative shall include:

- (a) Organizational Profile
 - (i) State the mission of your organization.
 - (ii) Describe the history of your organization (year founded and by whom) and its size (total organization budget and staff).
 - (iii) Describe the experience your organization and staff have to deliver the proposed program.
 - (iv) Detail the key staff that will manage grant funds and provided quantitative and qualitative evidence of success in managing and complying with grant requirements
- (b) Participant Profile
 - (i) Describe your experience working with the population that will be interviewed. Detail the program team, tenure, experience, and connection with the community, and how the program personnel are best suited to engage with this population.
 - (ii) Describe the anticipated challenges and the strategies to overcome them
- (c) Program Description
 - (i) Identify and describe how your organization will deliver the high-quality research and analysis responsive to the requirements outlined in this RFA.
 - (ii) Identify and describe how your organization will meet the performance deliverables outlined in this RFA. Provide a clear and feasible schedule for deliverables.

- (iii) Identify and describe what research methods your organization will use to respond to the research questions and meet the requirements of research in Phase 1 and Phase 2.
- (iv) Identify and describe the additional three research questions your organization will explore using quantitative and qualitative data.

6.5 Past Performance

- 6.5.1 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. Applicant shall specifically state whether the applicant was a former grantee successfully providing research and analysis in the past two years in the District of Columbia.
- 6.5.2 All applicants must submit past performance forms – using the provided template, “Attachment F”. If the applicant has received a contract/grant from DOES within the past three years, you must submit “Attachment F” for all such completed contracts/grants.
- 6.5.3 If your organization has not completed any outside contracts or grants for similar work or is unable to provide three completed “Attachment F” forms, your score on this measure will reflect this lack of past performance documentation.

6.6 Itemized Budget and Budget Narrative

- 6.6.1 All 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. All costs must be reasonable and necessary to carry out the grant objectives.
- 6.6.2 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.
- 6.6.3 The itemized budget can include the following budget items, as defined in Appendix 1:
 - (a) Personnel
 - (b) Fringe
 - (c) Equipment
 - (d) Materials & Supplies
 - (e) Contractual Services
 - (f) Other Direct Costs
 - (g) Indirect Costs

SECTION 7: REVIEW AND SCORING OF THE APPLICATION

7.1 Review Panel

A review panel will be composed of a minimum of three individuals who have been selected for their unique experience and expertise in workforce and business development, data analysis, evaluation of programs and past performance, 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.

7.2 Technical Rating Scale

Indicators have been developed for each review criterion to assist the applicant in presenting pertinent information related to that criterion and to provide the reviewer with a standard for evaluation. The five review criteria are outlined below.

Table 3: 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 4/5th of 40 points or 32 points.

7.3 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 20 points

- Program Description 40 points
- Past Performance 15 points
- Budget and Budget Narrative 15 points

Table 4: Scoring Criteria

ITEM	SCORING CRITERIA	Pts
1	Organization Profile	10
	<ul style="list-style-type: none"> • The extent to which the applicant has stated the mission of the organization. • The extent to which the applicant has described the history of the organization (year founded and by whom) and its size (budget and staff). • The extent to which the applicant has detailed the key staff that will manage grant funds and provided quantitative and qualitative evidence of success in managing and complying with grant requirements. • The extent to which the applicant has demonstrated that its staff is well equipped with the knowledge, skills and abilities necessary to effectively deliver the proposed program. 	
2	Participant Profile	20
	<ul style="list-style-type: none"> • The extent to which the applicant has demonstrated experience working with the population that will be interviewed and studied, including detailing the program team, tenure, experience, and connection with the community, and how the program personnel are best suited to engage with this population. • The extent to which the applicant has described the anticipated challenges and strategies to overcome them. 	
3	Program Description	40
	<ul style="list-style-type: none"> • The extent to which the applicant has described its proposed plan to deliver the high-quality research and analysis responsive to the requirements in this RFA. • The extent to which the applicant describes how it will meet the performance deliverables and targets outlined in this RFA. • The extent to which the applicant describes the research methods to be used to respond to the research questions and meet the requirements of research in Phase 1 and Phase 2 • The extent to which the applicant describes the additional three research questions your organization will explore using quantitative and qualitative data. 	
4	Past Performance	15
	<ul style="list-style-type: none"> • The extent to which the applicant has provided prior performance data that highlights prior success in accomplishing the goals outlined in the RFA. • The extent to which the applicant was a grantee successfully providing research and analysis in the past two years in the District of Columbia. 	
5	Budget and Budget Narrative	15
	<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 (i.e., salaries, supplies, training materials, etc.). 	
TOTAL POINTS		10

SECTION 8: APPLICATION CHECKLIST AND SUBMISSION

8.1 Application Checklist

- 8.1.1 An application without the below required documents will be deemed non-responsive and will not be eligible for award. Some of the attachments for this application include required templates that the applicants must use, as indicated below. A complete application package shall include the following:
- (a) Application Profile
 - (b) Applicant Summary
 - (c) Project Narrative
 - (d) Past Performance (Template in Attachment F)
 - (e) Itemized Budget
 - (f) Budget Narrative
 - (g) List of Organizational Board Includes Members and Positions
 - (h) Staffing Plan
 - (i) Resumes for key and essential staff
 - (ii) Organizational Chart
 - (i) List of Partners and Affiliations
 - (j) Organizational Documents:
 - (i) Valid DC Business License: The applicant must submit a current business license with Active Charitable Solicitation issued by the District of Columbia Department of Licensing and Consumer Protection.
 - (ii) Clean Hands Certificate: Each applicant must submit a current Certificate of Clean Hands from the District of Columbia Office of Tax and Revenue (OTR). A Certificate of Clean Hands can be requested via OTR’s online portal, <https://mytax.dc.gov/>. DOES requires that the submitted Certificate of Clean Hands reflect a date within a 30-day period immediately preceding the application’s submission. Self-Certification and Certificates of Good Standing will not be accepted.
 - (iii) IRS W-9 Form: If the applicant is not a current vendor (receiving funding) from DOES, submit a completed W-9 form. The form can found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
 - (iv) IRS Tax Exempt Determination Letter (for nonprofits only)
 - (v) IRS 990 Form from most recent tax year (for nonprofits only)
 - (vi) Proof of Insurance (see Appendix 2)
 - (k) List of Other Funding Sources
 - (l) Copy of most recent and complete set of audited financial statements (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.)
 - (m) General Terms and Conditions (Complete and Sign Attachment A)

- (n) Applicant Assurances, Certifications & Disclosures (Complete and Sign Attachment B)
- (o) Non-Disclosure Agreement (Template in Attachment C)
- (p) Relationship Disclosure Statement (Template in Attachment D); and
- (q) DC Contribution and Solicitation Certification (Complete and Sign Attachment E)

8.2 Application Submission

- 8.2.1 In order to be considered for funding, complete applications and attachments must be received electronically via Grant Management System -[Grants Management System](#) no later than the deadline listed on the front cover of this RFA. **Applications submitted after 3:00 p.m. on May 23, 2025, will not be considered.**

8.3 Pre-Application Conference

- 8.3.1 DOES will host a virtual information session to provide an overview and answer questions related to the RFA. Applicants shall attend the virtual mandatory pre-application conference on **May 14, 2025 at 11:00 a.m.** Please email OGAgrants@dc.gov if you will be attending the pre-application meeting to receive the meeting invite link.

SECTION 9: AWARD ADMINISTRATION

9.1 Notification

- 9.1.1 Each Applicant, 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.
- 9.1.2 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.
- 9.1.3 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 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.

9.2 Appeal

- 9.2.1 An applicant may appeal a non-responsiveness determination or a grant award selection.

- 9.2.2 To ensure a fair and equitable appeals process, all 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” or “Appeal of Non-Responsiveness Determination”. Appeals of the grant award selection must be received by the General Counsel within two business days of the award selection notice or the responsiveness determination.
- 9.2.3 If an applicant communicates with program staff regarding an appeal, the appeal may be dismissed with prejudice, and the applicant may be precluded from consideration for future grant opportunities.
- 9.2.4 Appeals must contain the basis for the appeal request and identify any factors that oppose the grant award selection or 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.
- 9.2.5 For an appeal of grant award selection, the appeal process will consider the submitted application and the applications of the grantees selected.
- 9.2.6 For an appeal of a non-responsive determination, the appeal process will consider the submitted application and the responsiveness determination.
- 9.2.7 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.

SECTION 10: POST-AWARD REQUIREMENTS

10.1 Grantee Requirements

- 10.1.1 If an applicant is awarded the grant and accepts the grant award by signing the Notice of Grant Award (NOGA), the requirements in this section are in effect.
- 10.1.2 The grantee must complete the activities as described in the application for which the grantee was funded. Any deviations should be made in writing for review and approval by the OYP, prior to being implemented.
- 10.1.3 GRANTEE shall attend and comply with all DOES meetings, including a kickoff meeting with DOES OYP staff to discuss onboarding and information that will allow Grantees to be successful in executing the program.

10.1.4 Grantee shall participate in monthly meetings. During these meetings vendor performance, administrative issues and participant highlights/challenges will be discussed.

10.2 Pre-Program Requirements

10.2.1 Prior to the start of the program, Grantee must successfully complete and provide supporting documentation, as applicable:

- (a) DOES Orientation;
- (b) Pre-Program Site Visit;
- (c) All DOES mandatory meetings;
- (d) Background Checks;
- (e) Program Training(s) (if applicable);
- (f) Program Timeline (Approved by OYP)
- (g) Security Awareness Training(s) (if applicable); and
- (h) Grantees shall be required to submit proof of insurance for the insurance clauses as determined by the Office of Risk Management (ORM), based on the scope of their work. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the required types of insurance specified by ORM (Appendix 2).

SECTION 11: GENERAL PROVISIONS

11.1 General

11.1.1 General Terms and Conditions is incorporated by reference in this RFA. Applicants and Grantees must comply with any and all applicable terms and conditions outlined in Attachment A.

11.1.2 DOES is the sole owner of and controls all deliverables, reports, data, information, process, procedure, or product by, for or from this grant award. The Grantee must receive written permission from DOES to use or distribute any deliverable, report, data, information, process, procedure, or product by, for or from this grant award, prior to the proposed use or distribution.

11.1.3 Grantee shall provide interpretation services and translation of vital documents for LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Coordinator on a quarterly basis.

11.1.4 Grantee must maintain and provide documentation related to this program for 3 years after submission of the final payment. At any time before final payment and 3 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 the Grantee and an overpayment is found, the Grantee

shall reimburse the District for said overpayment within 30 days, after written notification.

11.2 Insurance

- 11.2.1 All applicants that receive awards under this RFA must show proof of all insurance coverage required by law prior to receiving funds. DOES reserves the right to request certificates of liability and liability policies pre-award and post-award and make adjustments to coverage limits for programs per requirements promulgated by the District of Columbia Office of Risk Management. Insurance requirements are set forth in Appendix 2.
- 11.2.2 The Government of the District of Columbia should be listed as an *Additional Insured* and the *Certificate Holder*. The policies should also contain a *Waiver of Subrogation* provision in favor of the Government of the District of Columbia.

Appendix 1 - 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, contractor 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 associate activities, scope of work or services to be provided and how the costs were estimated. If budgeting for 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 budget 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 NFWF negotiated rate & base.

Appendix 2 – Insurance Requirements

- A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Manager (GA) giving evidence of the required coverage prior to commencing performance under this grant. 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 GA.

If the Grantee 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.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Grantee shall provide evidence satisfactory to the GA 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 GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis
 - e) Defense costs shall be in addition to and not erode the limits of liability
2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA 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 GA in

writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Grantees providing transportation:

Grantees providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
 - ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Grantees using District Government-Owned Vehicles:

Agencies that provide Grantees with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Grant. Grantee and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the Grant and approved in writing by the GA, or otherwise provided by law. Grantee shall

obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Grantee and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Grantee shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA 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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Cyber (Media Liability and Network Security/Privacy) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of \$1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that

would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee 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 Grant. 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 Grantee warrants that any applicable retroactive date precedes the date the Grantee 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. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella with minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to the GA 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 or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Grantee for work under this Grant shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements for the subcontractor than the ones outlined in the Grant, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the

subcontractor to the GA. The GA will promptly provide in writing to the Grantee with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the GA, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

E. DURATION. The Grantee shall carry all required insurance until all Grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this Grant and two years for non-construction related Grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this Grant.

G. CONTRACTOR'S PROPERTY. Grantee 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 Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all the costs of insurance and bonds in the Grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days' prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the Grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for

providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding Grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:
Vanessa Black/Department of Employment Services
vanessa.black@dc.gov**

The GA may request, and the Grantee 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 Grantee expires prior to completion of the Grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA 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 GA on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this Grant.
- L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with this Grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

Attachment A – General Terms and Conditions

Individual grant agreements may contain terms and/or conditions which may differ somewhat from those in this general template; therefore, each recipient must read, refer and adhere to the terms and conditions in any respective award document.

The following terms and conditions are applicable to this, and all Requests for Applications issued by the District of Columbia Department of Employment Services (DOES) and to all awards, if funded under this RFA:

- (1) Funding for a DOES subaward is contingent on DOES' receipt of funding (local, federal, or private) to support the services and activities to be provided under this RFA.
- (2) DOES may suspend or terminate an RFA pursuant to its own grant making rule(s) or any applicable federal regulation or requirement.
- (3) The RFA does not commit DOES to make any award.
- (4) Individual persons are not eligible to apply or receive funding under any DOES RFA.
- (5) DOES reserves the right to accept or deny any or all applications if the DOES determines it is in the best interest of DOES to do so. An application will be rejected if it does not comply with eligibility requirements, formatting or submission requirements outlined in the RFA. DOES shall notify the applicant if it rejects that applicant's proposal for review.
- (6) DOES reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA. The prospective applicant is responsible for retrieving this information via sources outlined in the RFA (e.g. DC Grants Clearinghouse).
- (7) DOES shall not be liable for any costs incurred in the preparation of applications in response to the RFA. The applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility. No funds already awarded the applicant under other instruments or agreements shall be used by the applicant to fund the preparation of the application.
- (8) DOES may conduct pre-award site visits (either in-person or virtually) to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.
- (9) DOES shall determine an applicant's eligibility by way of local and federal registries for excluded parties searches and documents and certifications submitted by the applicant.
- (10) The Applicant Organization must obtain a Data Universal Numbering System (DUNS) number to apply for funding and register for the federal System for Award Management (SAM) at www.sam.gov prior to award. DOES reserves the right to require registry into local and federal systems for award management at any point prior to or during the Project Period (i.e., the total number of years for which funding has been approved).
- (11) 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.
- (12) DOES shall establish terms of agreement for an award funded under this RFA. If funded, the applicant will receive a Notice of Grant Award (NOGA). The NOGA will establish the Project Period and define any segments of the Project Period (e.g. initial partial year, or a 12-month budget period). The NOGA shall outline conditions of award or restrictions.

- (13) Continuation of funding, if awarded shall be based on availability of funds, documented satisfactory progress in interim and annual reports, continued eligibility and determination that the continued funding and activities is in the best interest of the District of Columbia.
- (14) DOES shall provide the citations to the local or federal statute/s and implementing regulations that authorize the award; all applicable District of Columbia and Federal regulations, including 2 CFR 200 and Department of Labor, payment provisions identifying how the awardee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by the funding agency; and compliance conditions that must be met by the awardee.
- (15) 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 and it shall be the responsibility of the applicant to ensure compliance. Additional information about grants management policy and procedures may be obtained at the following site: <https://oca.dc.gov/page/division-grants-management>.
- (16) **Branding:** GRANTEE 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.
- (17) **Living Wage:** GRANTEE shall comply with the Living Wage Act of 2006 (D.C. Code §§ 2-220.01– 2- 220.11). Recipients of contracts or government assistance, including grants, shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current wage. Effective July 1, 2024, the District’s Minimum Wage and Living Wage is \$17.50.
- (18) **Monitoring**
 - a. Specific monitoring and progress report schedules will be established, agreed upon, and included in the NOGA. DOES staff are responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations.
 - b. During technical/virtual site visits, GRANTEES are required to provide access to facilities, records, youths, 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 GRANTEES’ level of compliance with federal and/or District requirements and to identify specifically whether the GRANTEES’ operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements.
 - c. Any reports generated are the sole property of DOES. GRANTEES must receive prior written permission from DOES, in order to use or disclose any report or its contents.
 - d. GRANTEES shall, at the request of the District government, provide to the District government a certification of its compliance with Mayor’s Order 2021-99 for in person or hybrid services.
- (19) **Audit**
 - a. GRANTEES must maintain and provide related to this program for three years after submission of the final payment. At any time before final payment and three

years thereafter, DOES may have GRANTEES’ 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 the GRANTEES and an overpayment is found, GRANTEES shall reimburse the District for said overpayment within thirty days, after written notification.

- b. 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 solicitation.
- c. 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.
- d. Any reports generated are the sole property of DOES. GRANTEES must receive prior written permission from DOES, in order to use or disclose any report or its contents

(20) **Nondiscrimination in the Delivery of Services**

- a. 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 be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.
- b. 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.

GRANTEE shall comply with all applicable District and federal statutes and regulations and Mayor’s Order, as may be amended from time to time, including the below.

- 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.
- Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128
- 20 CFR § 680.450 and 20 CFR § 680.460
- DC District of Columbia Municipal Regulations Title 27 – Chapter 19 – Section 1905 through Section 1907
- Universal Paid Leave Amendment Act of 2016, D.C. Official Code § 32-541.01 et seq.
- Stevens Amendment – Further Consolidated Appropriations Act 2020, at P.L. 116-94, Division A, Title V, Section 505.

_____ an Applicant/Grantee for a grant/sub-grant with the Department of Employment Services (DOES) acknowledges receipt of the DOES Grant Terms and Conditions. The Applicant/Grantee organization agrees to be bound by the DOES Grant Terms and Conditions in their entirety if selected for funding.

Applicants/Grantees of sub-grants funded in whole or part by the Department of Labor Employment & Training Administration (ETA) also agree to be bound by the DOL ETA Grant Award Standard Terms.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant/Grantee to the above provisions.

Applicant’s Authorized Representative (Print)	Title
Applicant’s Authorized Representative’s Signature	Date

Attachment B – Applicant Assurances, Certifications & Disclosures

This section includes certifications, assurances and disclosures made by the authorized representative of the Applicant/Grantee organization. These assurances and certifications reflect requirements for recipients of local and pass-through federal funding. By signing below, the Applicant/Grantee certifies that the information provided is accurate, and that the organization attests to the following in its entirety:

- (1) The Applicant/Grantee has provided the individuals, by name, title, address, email, and phone number who are authorized to negotiate with the Department of Employment Services on behalf of the organization.
- (2) We are able to maintain adequate files and records and can and will meet all grant reporting requirements.
- (3) 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.
- (4) 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).
- (5) We have demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative performance and audit trail.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) We have a satisfactory record of integrity and business ethics.
- (11) 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.
- (12) We are in compliance with the applicable District licensing and tax laws and regulations;
- (13) We are in compliance with provisions of the Drug-Free Workplace Act.
- (14) We meet all other qualifications and eligibility criteria necessary to receive a grant award under applicable laws and regulations.

- (15) 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.
- (16) 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
- (17) 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.
- (18) 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.).
- (19) We will comply with the minimum wage and maximum hour(s) provisions of the federal Fair Labor Standards Act, if applicable.
- (20) We will comply with all requirements imposed by the federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- (21) 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.
- (22) We will provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.
- (23) 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.
- (24) 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.

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:

- (1) 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
- (2) Been the subject of legal proceeding arising directly from the provision of services by the organization
- (3) 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.

Certified By:

Applicant's Authorized Representative (Print)	Title
Applicant's Authorized Representative's Signature	Date

Attachment C – Non-Disclosure Agreement

I, _____ hereby affirm that DOES records and any information gathered therefrom are strictly confidential and shall not be divulged to unauthorized persons. The Applicant must demonstrate an ability to maintain the confidentiality of information. Specifically, the Applicant must agree to the following conditions:

- Participant records shall be kept confidential and shall not be open to public inspection nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
- No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
- Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2336).
- I also affirm that I will not disclose any information from any project meetings that is not a matter of public record.
- I understand that if my organization is selected as a Grantee, then each staff person and volunteer who will be working on the program must submit a signed non-disclosure agreement, after award but prior to engaging in work.
- I will hold confidential any information gathered or disclosed to grantee as a project staff member/volunteer in accordance with all applicable District and Federal confidentiality statutes.

By signing this document, I acknowledge that I have read and fully understand the statement contained herein.

Certified By:

Applicant’s Authorized Representative (Print)	Title
Applicant’s Authorized Representative’s Signature	Date

Attachment D – Relationship Disclosure Statement

The applicant 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 the 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: _____

Attachment E - DC Contribution and Solicitation Certification

I _____, am an authorized representative of _____, an organization in receipt of a sub-grant from the Department of Employment Services valued at \$100,000.00 or more (“the organization”). Pursuant to D.C. Code § 1-328.15, I hereby certify under penalty of perjury to the best of my knowledge after due diligence that:

- 1. The organization has not made a contribution or solicitation for contribution to any of the following within one (1) year beginning on the date the contribution or solicitation for contribution was made and continuing for one (1) year after the general election for which the contribution or solicitation for contribution was made, whether or not the contribution was made before the primary election:
 - a. An elected District official who is or could be involved in influencing or approving the award of a grant;
 - b. A candidate for elective District office who is or could be involved in influencing or approving the award; or
 - c. A political committee affiliated with a District candidate or elected District official described in subparagraphs (a) or (b).
- 2. The organization has not made a contribution to any of the following within eighteen (18) months beginning on the date the contribution or solicitation for contribution was made and continuing for eighteen (18) months after that date:
 - a. A constituent-service program or fund, or substantially similar entity, controlled, operated or managed by:
 - i. An elected District official who is or could be involved in influencing or approving the award of a grant;
 - ii. A person under the supervision, direction or control of an elected District official who is or could be involved in influencing or approving the award of a grant.
 - b. A political party; or
 - c. An entity or organization:
 - i. That a candidate or elected District official described in section 1(a), (b) or a member of his or her immediate family controls; or
 - ii. In which a candidate or elected District official described in section 1(a), (b) has an ownership interest of 10% or more.

This does not apply to my organization.

Signature

Name and Title

Date

Attachment F: 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: _____