



Summer 2026 & 2027 Gallery Place / Chinatown Community Events & Cultural Activations

REQUEST FOR PROPOSALS (RFP)

Release Date of RFP: Friday July 25th, 2025

Submission Deadline: Friday September 5th, 2025 @ 11:59 PM

Grant Administrator: Mark Simpson, Director of Planning & Economic Dev.
MarkS@downtowndc.org / 202.271.7469

**ALL APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY.
INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE
SUBMISSION DEADLINE WILL NOT BE ACCEPTED**

The Downtown Business Improvement District (“DBID”) Corporation is requesting proposals (“**Proposals**”) from District of Columbia-based non-profit community groups, cultural institutions and arts leaders (“**Applicants**”) for the production of community events and cultural activations (“**Summer Events**”) in the immediate vicinity of the Gallery Place / Chinatown neighborhood (“**GPC**”) during the summers of 2026 and/or 2027. The purpose of these Summer Events, in addition to celebrating the unique history, culture and identity of the District of Columbia (“**District**”), is to draw foot traffic to GPC in order to support local business while the Capital One Arena (“**CapOne Arena**”) redevelopment project is under construction.

The amount of funding available for this program will be finalized prior to the Submission Deadline, with no less than \$100,000 and no more than \$500,000 available in total. DBID anticipates making 3-5 awards, ranging from \$30,000 to \$100,000, but reserves the right to issue awards in numbers and amounts outside of the ranges here.

DBID anticipates issuing awards prior to the end of Fiscal Year 2025 (“**FY25**”), September 30, 2025, with the understanding the awardees will have capacity and commitment to execute on a Summer Events project (“**Project**”) in the defined time periods of 2026 and 2027. DBID also reserves right to enter into negotiations with one or more applicants who do not receive an FY25 award if other funds, not related to this RFP, are made available at a later date.

A description of the organization, general information, eligibility criteria, application guidelines & criteria, and other pertinent information is described below.



1. ABOUT DBID

The DowntownDC BID is a private, non-profit organization that provides capital improvements, resources, and research to keep the BID area clean, safe, economically, environmentally strong, and accessible. The mission of the BID is to be a catalyst, facilitator, and thought leader in diversifying the economy, promoting public/private partnerships, and enhancing the DowntownDC experience for all.

The DowntownDC BID area encompasses approximately 140 blocks, stretching from the White House to Union Station and the National Mall to the Walter E. Washington Convention Center. Specifically, these boundaries are 16th Street NW and the White House grounds to the west, North Capitol Street NW to the east, Constitution Avenue and Louisiana Avenue NW to the south, and Massachusetts Avenue NW to the north (and the area surrounding the Walter E. Washington Convention Center).

2. PROJECT BACKGROUND AND GOALS

The CapOne Arena is scheduled to undergo renovations during Summer 2026 and 2027. No events will be held at the arena during this time period. During a 'normal' summer, CapOne Arena will host 20-35 events, with total attendance of 200,000 – 400,000 people. The loss of this attendee foot traffic is anticipated to put downward pressure on local retail businesses, many of which are still feeling the aftereffects of the COVID-19 pandemic.

DBID has multiple goals for the Summer Events (“**Summer Event Goals**”), including but not limited to:

- 1) Maximize total economic activity downtown and in GPC by workers, residents and visitors, measured both in terms of visitation/foot traffic and spending at local businesses.
- 2) Highlight and celebrate both the District’s and GPC’s unique history, identity and culture.
- 3) Promote Downtown as a fun, active and safe place to be to non-attendees and/or out-of market audiences.
- 4) Serve historically disenfranchised or underrepresented communities and/or groups, including but not limited to people of color, those of Chinese descent, and children & families.
- 5) Prioritize no cost and/or low-barrier to entry for attendees.

3. PROJECT BOUNDARIES & TIMING REQUIREMENT

Project must be located within ½ mile of The Smithsonian Donald W. Reynolds Center for American Art and Portraiture, as shown in ***Exhibit A***.

Project can be a single day or over an extended time-period, but regardless of duration, Project must occur during one or more of the following time periods:

- May 15, 2026 – September 15, 2026
- May 15, 2027 – September 15, 2027

4. SOURCE OF FUNDS

This program will be funded pursuant to the “Deputy Mayor for Planning and Economic Development Limited Grant-Making Authority of 2012”, effective September 12, 2012 (D.C. Law 19-168; D.C. Official Code § 1-328.04(t)), as amended or extended, and DBID’s grant agreement with the District, No. EB-25-0013-BDLOS, dated May 21st, 2025, which permits Sub-Grantee agreements.



5. **RFP SCHEDULE**

The key dates for this RFP are outlined below:

- 7/25/25 – RFP Release Date
- 8/7/25 – Informational Session (*email Grant Administrator to register*)
- 8/15/25 – Questions from Applicants due to Grant Administrator
- 8/22/25 – Grant Administrator sends all responses to all questions to all registered Applicants
- 9/5/25 – Submission Deadline
- 9/12/25 – Initial evaluation of Proposals completed
- 9/15/25 – Applicant interviews (*if necessary*)
- 9/17/25 – Provisional award letters issued
- 9/24/25 – Grant Agreement(s) finalized

6. **APPLICANT ELIGIBILITY REQUIREMENTS**

Applicants shall meet the following minimum eligibility requirements:

- Must be a nonprofit organization.
- Must have a brick and mortar location in the District of Columbia, as evidenced by site control of the location.
- Must be in operation, as of the RFP Release Date.
- Must have an active District of Columbia Basic Business License.

All applicants must comply with applicable laws. DBID reserves the right to require additional eligibility requirements, as requested by the District.

7. **FORM OF GRANT AGREEMENT**

Within five (5) business days following a provisional award per the terms of this RFP, DBID and applicant will work diligently to execute an agreement (“**Grant Agreement**”), which will be based on the form attached as ***Exhibit B***. Applicants will be required to submit any modifications to the Grant Agreement as part of their submission. No edits or modifications requested after the Submission Deadline will be considered.

8. **INSURANCE REQUIREMENTS**

Award recipients will be required to provide insurance coverages consistent with Section XXVI (Insurance) of the Grant Agreement. Waivers or modifications may be permitted at the sole discretion of the District. Applicants should submit requested modifications as part of their submission. No edits or modifications requested after the Submission Deadline will be considered.

9. **PROPOSAL CONTENT**

Applicants should email a PDF and/or non-password protected download link of the proposal to the Grant Administrator prior to the submission deadline. The proposal shall not be more than fifty (50) pages in total and include, at a minimum, the following items:

- a. Project description, photos, site plans and any other visual materials.
- b. Project budget, with no single line item greater than \$20,000 (if not possible, provide a breakdown or explanation for each line item).



- c. Project date(s).
- d. Project location(s).
- e. Schedule and/or workplan that outlines discrete steps and timeframe to realizing the Project.
- f. Demonstration of site control and/or description of how site access will be obtained prior to the Project date(s).
- g. Description of how the Project aligns with and/or exceeds the Summer Event Goals outlined above.
- h. Description of how applicant meets eligibility requirements.
- i. Description of applicant's prior experience and relevant qualifications, with particular emphasis on events and activations that align with the Summer Event Goals.
- j. Resumes of key personnel (limited to one page each).
- k. Signed IRS Form W9 evidencing non-profit status and physical presence in the District.
- l. Requested Grant Agreement modifications, if any.
- m. Requested insurance requirement modifications, if any.

10. EVALUATION OF PROPOSALS

All proposals will be reviewed and evaluated by the DowntownDC BID and ranked based on the quality of response to each of the following criteria: **(The maximum number of points is 100)**

- a. **Project Proposal and Approach (25 Points)** – The clarity, thoroughness and overall detail of the Project. Additionally, the feasibility of location(s) and the Project schedule and/or workplan will also be considered.
- b. **Anticipated Attendance (25 Points)** – Projected attendance over the course of the Project, as informed by the Proposal and/or previous events of a similar nature
- c. **Alignment with Summer Event Goals (15 Points)** – Based on information provided, weighing the impact of the Project on the overall Summer Event Goals
- d. **Experience (20 Points)** – Qualifications and experience of the proposed team members, including responsibilities on the Project
- e. **Project Budget (15 Points)** – Thoroughness and clarity of the budget.

11. INFORMATIONAL SESSION & APPLICANT QUESTIONS

DBID will host a virtual informational session for Applicants to learn more about the RFP and ask questions directly to the Grant Administrator. The informational session will be held on **Thursday August 7th, 2025 @ 10AM**. A recording of the informational session will be made available following the event.

Additionally, Applicants will have the opportunity to submit any clarifying questions before or after the informational session. The Grant Administrator will provide all questions and all responses to all Applicants, ensuring uniform and consistent communication and information.

Applicants should email the Grant Administrator to receive virtual meeting information.. Applicants are required to register with the Grant Administrator in order to participate in the informational session and/or receive responses to their questions and the questions of the other Applicants.

12. MISCELLANEOUS PROVISIONS

If any requirement of this RFP conflicts with a provision of any applicable law, including a District or federal law or regulation, the applicable legal provision shall control.



All attachments to the application must be submitted in read-only non-modifiable Adobe Acrobat .pdf format. Any other formats will deem the application incomplete. DBID will not accept any attachments that contain files within a file, such as PDF Portfolio files, or an interactive or fillable PDF. Any attachments submitted that are not .pdf files (unless otherwise requested and specified in the RFP) or are password protected files will not be read and will be deemed not received.

Prior to the award of grant funds, successful applicants shall notify DBID of any changes that may have occurred to its organization since the time of submission of its original Application.

DBID reserves the right to accept or deny any or all applications if it is determined to be in the best interest of DBID to do so. DBID shall notify the applicant if it rejects their application. DBID reserves the right to suspend or terminate an RFP pursuant to its own grantmaking rules or any applicable regulation or requirement.

DBID shall not be liable for any costs incurred in the preparation of applications in response to this RFP. Applicants agree that all costs incurred in developing the application for this grant program are the applicant's sole responsibility.



Exhibit A

Project Boundary

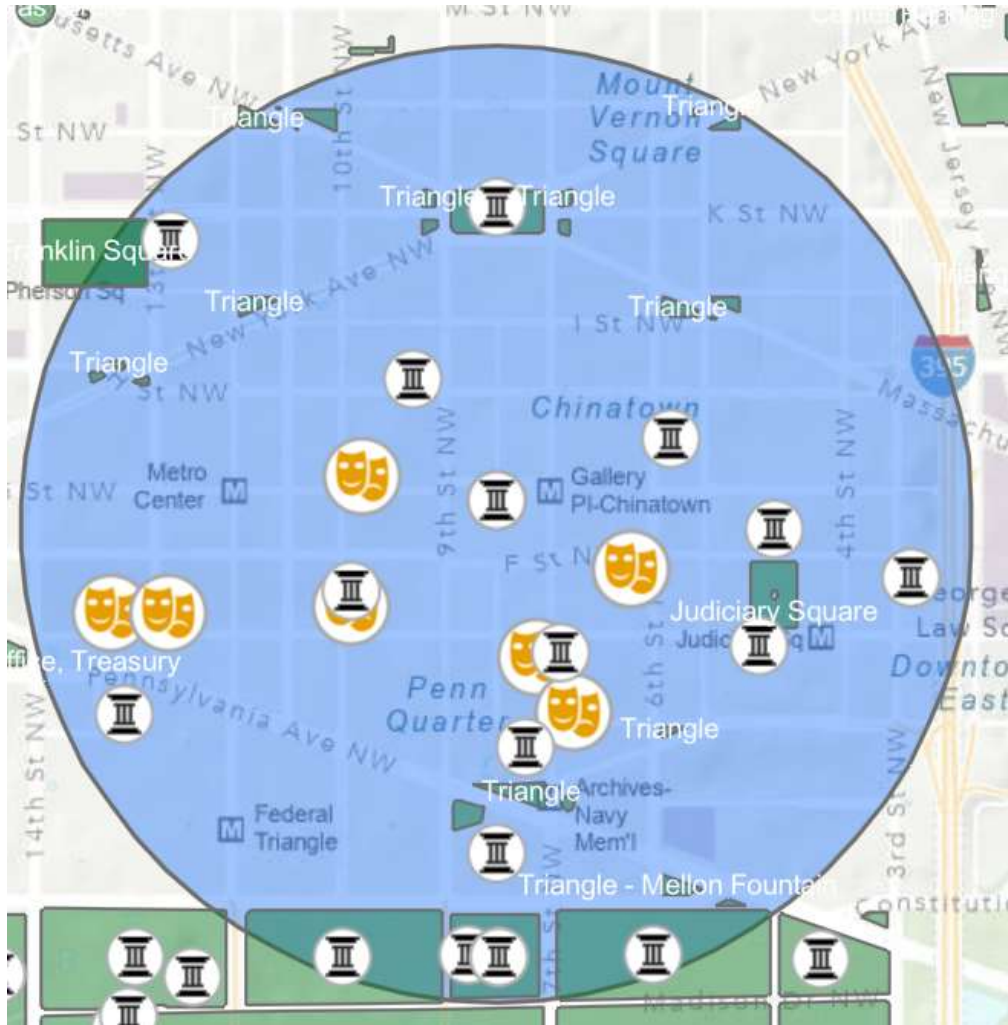




Exhibit B

Grant Agreement

**GRANT AGREEMENT BETWEEN THE DOWNTOWN BUSINESS
IMPROVEMENT DISTRICT CORPORATION AND **TBD****

**Summer 2026 & 2027 Gallery Place / Chinatown Community Events &
Cultural Activations**

This GRANT AGREEMENT (“**Agreement**”), is made as of this ____ day of September, 2025 (“**Effective Date**”) by and between the Downtown Business Improvement District Corporation, a District of Columbia nonprofit Corporation (the “**DBID**” or “**GRANTOR**”), and **TBD**, a District of Columbia nonprofit Corporation (“**Grantee**” and together with the Grantor, the “**Parties**”), with its main office and place of business at [GRANTEE ADDRESS HERE]. Grantee’s Tax Identification/EIN is **XX-XXXXXXX**.

WITNESSETH THAT:

WHEREAS, GRANTOR is authorized to make a grant (the “**Grant**”) to Grantee in the amount of **XXXXXX Dollars and XX cents (\$XX,XXX)** (the “**Grant Funds**”) pursuant to the “Deputy Mayor for Planning and Economic Development Limited Grant-Making Authority of 2012”, effective September 12, 2012 (D.C. Law 19-168; D.C. Official Code § 1-328.04(t)), as amended or extended, (the “**Act**”) DBID’s grant agreement with the District of Columbia, No. EB-25-0013-BDLOS, dated May 21st, 2025;

WHEREAS, the purpose of the Grant is to fund events and activations in downtown during the period that the Capital One Arena is under renovation and/or closed (“**Project**”);

WHEREAS, as a condition precedent to the disbursement of the Grant Funds to Grantee, GRANTOR has required Grantee to enter into an 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 GRANTOR and Grantee, the Parties hereby agree as follows.

Section I. Period of Agreement and District Period of Performance

This Agreement shall be effective as of the Effective Date and shall remain in effect until five (5) years after the Grant Closeout Date, (defined in Section IV.F of this Agreement), unless earlier terminated (the “**End of Grant Period**”). Notwithstanding the foregoing, the financial obligations of the DBID shall remain in effect only from the Effective Date until September 30, 2027 (“**DBID Period of Performance**”), unless earlier terminated.

Section II. Grant of Funds

A. GRANTOR shall provide the Grant Funds to Grantee following the Effective Date pursuant to subsections B and C of this Section II and subject to all the terms and conditions set forth in this Agreement.

A. GRANTOR shall provide the Grant Funds to the Grantee in two (2) disbursements following Grantee's submission of a complete invoice package ("**Invoice Package**"). The first disbursement will total 50% of Grant Funds and be due no more than ninety (90) calendar days prior to the execution of the Project(s). The second disbursement will total 50% of Grant Funds and be due following successful completion of the Project(s). The Invoice Package shall include the grant invoice form, in the form attached as Exhibit A, a Grantee invoice with Grantee's name and address and itemized expenditures for the anticipated use of Grant Funds.

B. Submission by Grantee of an Invoice Package for disbursement of Grant Funds under this Agreement shall constitute Grantee's representation and warranty that Grantee: (i) has all necessary requisite power and authority to undertake and complete the Project tasks set forth in the Project Scope of Work, (ii) has all necessary requisite power and authority to incur the costs that are the subject of the Invoice Package, (iii) has or expects that it will have available sufficient funds to complete the Project tasks set forth in the Project Scope of Work, and (iv) is not in default under this Agreement.

C. Grantee shall only be entitled to use the Grant Funds to fund costs authorized by this Agreement and actually incurred by Grantee in furtherance of the Project.

Section III. Expenditure of Grant Funds

A. The Grantee shall expend Grant Funds solely for the purposes of carrying out the Project described in Exhibit B of this Agreement ("**Project Scope of Work**") and only in accordance with the budget set forth as Exhibit C of this Agreement ("**Project Budget**"). In no event shall Grant Funds be used to reimburse costs incurred prior to October 1, 2024.

B. Grantee shall expend all Grant Funds by **September 30, 2027** ("**Grantee Expenditure Deadline**"), except as may be extended in writing by GRANTOR, in its sole and absolute discretion. If Grantor elects not to extend the Grantee Expenditure Deadline, Grantee shall return unspent Grant Funds to GRANTOR.

C. The fringe benefit rate for any employee of Grantee whose personnel costs are funded by the Grant Funds shall not exceed twenty percent (20%) of the base salary of the employee.

D. In the event of a default by a Grantee, GRANTOR shall (i) suspend or terminate funding to Grantee and demand the repayment or return of some or all of the Grant Funds received by the Grantee, whether or not such Grant Funds have been previously obligated or committed by Grantee, and such Grant Funds shall be returned to GRANTOR, and (ii) exercise any other legal or equitable remedies available to Grantor or with respect to a default by Grantee.

E. Grantee shall ensure that all Grant Funds are disbursed in accordance with this Agreement.

Section IV. Reporting Requirements and Project Monitoring

A. General Requirements. Grantee shall be subject to performance and reporting requirements to ensure that Grantee is using the Grant Funds, in a responsible manner. The performance and reporting requirements shall enable GRANTOR to identify obstacles to success for Grantee. Grantee shall produce regular and timely documentation of the Project and Grantee's use of Grant

Funds. To meet this requirement, Grantee shall submit (1) Quarterly Expense and Narrative Reports, (2) a Closeout Report and (3) such other report as DBID requires at the request of the District (each as defined below and, collectively, the “**Reports**”). Grantee shall maintain copies of all the Reports and Support Documentation (hereinafter defined) until the End of Grant Period. For purposes of this Grant, “**Support Documentation**” shall mean documentation and records including, but not limited to, properly executed payroll records, receipts, paid invoices for non-personnel direct and indirect costs, contracts, subcontractor agreements in excess of \$10,000, vouchers, purchase orders, other accounting documents, and any other documentation requested by GRANTOR in its reasonable discretion. Grantor shall have sole ownership and control of all Reports submitted to GRANTOR. Grantee may not use or distribute the Reports without written approval from Grantor, to be approved at GRANTOR’s sole and absolute discretion.

B. Project Monitoring. In addition to the Reports, GRANTOR may engage in monitoring activities that may include, but are not limited to, on-site monitoring, requests for presentations by Grantee, interviews or surveys of Project participants and other meetings or phone calls with Grantee, or requesting copies of subcontractor Agreement. GRANTOR shall make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Grantee’s normal course of programs and activities.

C. Closeout Report. Grantee shall submit a report within thirty (30) days after Grantee has expended all of the Grant Funds, and no later than thirty (30) days after the Grantee Expenditure Deadline, covering the period beginning on the Effective Date and ending on the date of such report (the “**Closeout Report**”). The date of the Closeout Report is the “**Grant Closeout Date**.” The Closeout Report shall include the following activities/deliverables consistent with the Project and Project Budget:

1. A report that quantifies all activities performed under the Project, which shall include a full description of all accomplishments. This includes achievements that meet and/or exceed Project goals.
2. Income statement that shows Grantee’s revenues, expenses, and net income.
3. Balance sheet that shows Grantee’s assets, liabilities, and equity.
4. An expense report, containing:
 - a. A list of each expenditure incurred and paid with Grant Funds to carry out the Project;
 - b. A description of each expenditure incurred and paid with Grant Funds to carry out the Project; and
 - c. Support Documentation for each expenditure of Grant Funds.
5. A narrative report with the following elements:

NARRATIVE REPORT REQUIREMENTS	
CATEGORY	NARRATIVE
Accomplishments	Description of how Grantee met the goals of the Project, consistent with the Project Scope of Work, and the Project Budget during the Quarterly Reporting Period.

Challenges	Description of the challenges encountered by the Grantee during the Quarterly Reporting Period. Include description of (a) Grantee's attempts to resolve or mitigate any challenges, (b) gaps identified that could adversely impact Project success, (c) recommendations for improving services and outcomes, (d) any current or projected impact of the described challenges on the Project or Project Budget, and (e) any technical assistance needed from Grantor staff.
Lessons Learned	Description of the lessons learned during the Quarterly Reporting Period, including programmatic, administrative, and fiscal.
Capacity Development	Description of staff development and capacity building activities undertaken by Grantee to support improved outcomes.

D. Review and Approval of Reports. All Reports, and any other report as requested by GRANTOR shall be subject to the review and approval of Grantor at its sole discretion. In the event that GRANTOR disapproves of any Support Documentation for expenditure of Grant Funds, Grantee shall not be entitled to use Grant Funds for any disapproved expenditure and GRANTOR shall have the rights and remedies set forth in Sections IX and X below.

Section V. Accounting Requirements

A. Upon disbursement of the Grant Funds to Grantee, Grantee shall deposit the Grant Funds into a segregated bank account opened/held exclusively for the Grant Funds and independent of other account records of Grantee pending expenditure by Grantee in accordance with this Agreement.

B. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement and any income earned from Grant Funds, which records and documentation shall be organized in a manner that lists each invoice and expenditure of the Grant Funds and links each such invoice and expenditure to the Project Scope of Work and Project Budget.

C. All records that Grantee is required to maintain under this Agreement shall be clearly identified and legible.

Section VI. Publicity

A. Any written or printed material distributed or posted by Grantee that publicizes the Project, or their participation therein shall require prior written approval from GRANTOR no fewer than fifteen (15) calendar days prior to publication and include information that states the following:

This Project is being funded, partially or fully, through DowntownDC Business Improvement District and the District of Columbia Executive Office of the Mayor - Office of the Deputy Mayor for Planning and Economic Development.

B. In addition, announcements that publicize the Project, including, but not limited to, newspaper, radio, social media, and television announcements or advertisements, flyers, and postings, shall acknowledge funding by the DBID and District, along with logos for each entity where feasible.

Section VII. Records Maintenance and Inspections

A. Records Maintenance. Grantee shall retain all records relating to this Agreement, and the Support Documentation related to the expenditure of Grant Funds, in accordance with Section V, from the Effective Date until the End of 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 five (5) years after resolution of the finding. Grantee shall be required to make available, upon request, from the Effective Date until the End of Grant Period, files and records that will assist the Grantor in assessing compliance with this Agreement and the impact of the Grant or Sub-Grants pursuant to this Agreement.

B. Availability and Inspection of Records. Grantee shall make available to GRANTOR for examination and copying, at reasonable times and locations and after reasonable notice from GRANTOR, any and all information and records relied upon to prepare the Reports, including the Support Documentation. Grantee shall cooperate fully with GRANTOR in locating and making accessible any such records.

Section VIII. Representations and Warranties

A. Grantee represents and warrants that:

1. Organization and Powers. Grantee is a nonprofit, duly organized, validly existing, and in good standing under the laws of the District of Columbia. Grantee has the requisite power and authority to: (i) own its assets and properties; (ii) carry on its activities as now conducted by it, (iii) accomplish the Project, and (iv) execute, deliver, and perform this Agreement.

2. Authorization: Binding Agreement. The execution, delivery, and performance by Grantee of this Agreement, including the accomplishment of the Project in accordance with the Project Scope of Work, and Project Budget, have been duly authorized by all requisite actions. Upon execution of the Agreement by Grantee, this Agreement will, constitute the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.

3. Litigation. There is no action, suit, or proceeding pending or threatened before any court or governmental or administrative body or agency that may reasonably

be expected to result in a material adverse change in the activities, operations, assets, or properties of Grantee, or materially impair the ability of Grantee to perform its obligations under this Agreement. Grantee is not in material default with respect to any judgment, writ, injunction, decree, rule, or regulation of any court or any governmental or administrative body or agency.

B. No Conflicts. The execution, delivery, and performance by Grantee of this Agreement and the undertaking of the Project will not violate any provision of any law, order, rule, or regulation of any court or governmental or regulatory body, the articles of incorporation or bylaws of Grantee, or any indenture or deed of trust, agreement, or instrument to which Grantee is a party or by which Grantee or its assets or properties are bound, or conflict with, which would result in a material breach of, or constitute (with due notice or lapse of time or both) a material default under, any such indenture or deed of trust, agreement, or instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the assets or properties of Grantee, except as otherwise permitted, required, or contemplated by this Agreement.

4. Governmental Consents. No consent, approval, or authorization of, or declaration or filing with, any governmental or administrative body or agency on the part of Grantee is required for the valid execution, delivery, and performance by Grantee of this Agreement.

5. No Default. Grantee is in compliance with all of the terms and provisions set forth in this Agreement.

6. Prohibited Persons. Grantee has disclosed to GRANTOR whether Grantee, or any of its officers, partners, principals, members, associates or key employees, within the last three (3) years prior to the Effective Date, has been (a) indicted, charged (if still pending), convicted of, has pleaded guilty in a criminal proceeding for, or is an on-going target of a grand jury investigation concerning, a felony for one or more of the following: (i) fraud, (ii) intentional misappropriation of funds, (iii) bribery, (iv) making false statements to a governmental agency, (v) improperly influencing a governmental official, (vi) extortion; (vii) crimes committed against minors, (viii) kidnapping, (ix) sexual assault, (x) human trafficking, (xi) murder, (xii) gambling, (xiii) arson, and (xiv) conspiracy to commit any of the foregoing (i) through (xiii); or (b) a person organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. § 4301 et seq., as amended; (y) the International Emergency Economic Powers Act of 1977, 50 U.S.C. § 1701 et seq., as amended; and (z) the Antiterrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. § 4605, as amended; or (c) a person who has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time; or (d) a person who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury

Department's Office of Foreign Assets Control located at 31 C.F.R., Chapter V, Appendix A or is a person described in Section 1 of the Anti-Terrorism Order described above; or (e) a person who could be debarred if the standards applied in Title 27, Section 2213 of the D.C. Municipal Regulations were applied to such person's failure to satisfy a contractual obligation to the District of Columbia; or (f) a person who is on the District of Columbia's list of debarred, suspended or ineligible persons. Prior to the Effective Date, Grantee has fully disclosed any such status, indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and has provided documentation of the circumstances.

Section IX. Grantee Audit

A. GRANTOR may conduct financial audits, at GRANTOR's sole and absolute discretion, of all funding sources of 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. Grantee shall fully clear or remedy, any deficiencies noted in an audit conducted by GRANTOR under this Section IX within sixty (60) days after the receipt of notice from GRANTOR of such deficiencies. Failure to clear or remedy any deficiencies may be a default under Section XI.

C. Grantee shall cooperate fully with GRANTOR in the conduct of an audit under this Section IX.

Section X. Disallowances

A. If any Grant Funds were used for an expenditure not allowable under this Agreement or that Grantee failed to discharge, or cause to be discharged, its obligation to account for the expenditure of Grant Funds, as applicable, the Grant Manager or Grant Administrator, as applicable, shall disallow the expenditure of Grant Funds by a written letter sent to Grantee.

B. Grantee shall repay GRANTOR for audit or other disallowances within thirty (30) days of the date of a disallowance letter. If Grantee fails to repay a disallowance within such thirty (30) day period, Grantee shall also be responsible to pay five (5) percent interest, computed daily from the date of the disallowance letter. If Grantee fails to repay a disallowance within forty-five (45) days of the date of a disallowance letter, Grantee shall receive no further Grant Funds from GRANTOR until Grantee fully reimburses the disallowed funds and any interest for late reimbursement.

C. Grantee may request a review and opportunity to debrief on the disallowance by submitting a written request for review to the Grant Administrator and Grants Manager within fifteen (15) days of the date of the disallowance. Grantee's written review request must include the following: (1) a copy of the disallowance letter; (2) identification of the issue in dispute; (3) a full statement of Grantee's position regarding the issue in dispute and the pertinent facts and reasons in support of Grantee's position; and (4) copies of any documents supporting Grantee's claim.

Section XI. Default; Remedy; Suspension of Grant

A default under this Agreement shall occur in the event Grantee, its agents or employees:

1. has failed to comply with any of the terms or conditions of this Agreement;
2. has not demonstrated satisfactory performance or financial accountability;
3. is not in compliance with all applicable District and federal laws and regulations;
4. is deficient during its evaluation or monitoring; or

A. In the event of a default by Grantee, GRANTOR may:

1. Provide to Grantee written notice of the default, along with a demand to cure by a date established in GRANTOR's sole and absolute discretion, but in no event less than ten (10) business days ("**Notice of Default**"). If the default is not cured or remedied according to the time limit established in the Notice of Default, GRANTOR may exercise its rights and remedies provided under this Section XI; and

2. At its sole discretion, GRANTOR may

- (i) suspend or terminate funding to Grantee by demanding 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 Grantee, any accounts receivable attributable to the use of the Grant Funds, and any income generated by the Grant Funds, and Grantee shall repay all funds demanded by Grantor under this subsection to Grantor upon receipt of the Grantor's written demand therefor and in accordance with Grantor's written instructions; or

- (ii) exercise all Grantor's remedies at equity and law.

B. Grantor may suspend or terminate the provision of Grant Funds under this Agreement for the convenience of Grantor or in the event of any District or federal agency investigation of Grantee's use of Grant Funds.

Section XII. Unspent Funds

Grantor shall not disburse any Grant Funds after the DBID Period of Performance or upon termination of this Agreement, whichever is earlier. Any undisbursed Grant Funds remaining after that date shall be de-obligated and shall no longer be available for disbursement to Grantee.

Section XIII. Grant Administration and Grants Management

A. Grant Administration. The Grant Administrator is Grantor's authorized representative for supervising this Project and monitoring Grantee's Project performance pursuant to this Agreement. The Grant Administrator may be reached by phone or email in accordance with Section XVI of this

Agreement. 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. Reviewing and approving Reports received by Grantee;
3. Reviewing and approving requests to modify the Project Budget; and
4. Monitoring Grantee's compliance with this Agreement related to the Project monitoring activities set forth herein.

B. Grant Management. The Grants Manager is the District's authorized representative for supervising grant-making by Grantor and ensuring general Grant compliance by Grantee. The Grants Manager may be reached by phone or email in accordance with Section XVI of this Agreement. The Grants Manager may assign a designee to be responsible for all or part of the Grants Manager's duties and responsibilities pursuant to this Agreement. The Grants Manager will be responsible for, among other responsibilities, the following:

1. Interpreting the provisions of this Agreement, in consultation with the Grant Administrator, where such interpretation is not of a legal nature;
2. Assisting Grantee in the resolution of technical problems encountered during the performance of Grantee's obligations pursuant to this Agreement;
3. Monitoring Grantee's compliance with this Agreement related to Grantee's compliance with Grantor's grant-making requirements; and
4. Assisting the Grant Administrator with the reviewing and monitoring activities set forth in Section XIII.A of this Agreement.

Section XIV. Non-Discrimination

In the provision of goods or services associated with the Project, neither Grantee nor any SubGrantee shall 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, disability, source of income, credit information, homeless status, status as a victim of an intra-family offense, or place of residence or business, or status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. In addition, Grantee and Sub-Grantees 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, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) and are subject to Mayor's Order 2023-131, effective October 31, 2023.

Section XV. 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.*) (as amended, “**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 D.C. Official Code § 2-502(18) as “all books, papers, maps, photographs, cards, tapes, recordings, vote data (including ballot-definition material, raw data, and ballot images), or other documentary materials, regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body. Public records include information stored in an electronic format.”

Grantee acknowledges that all information and documentation submitted to the Grantor pursuant to this Agreement, including information exempt from mandatory disclosure under FOIA, may be subject to public disclosure in response to a FOIA request. Grantor shall have no liability related to such disclosure.

Section XVI. Notices

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

As to GRANTOR:

Downtown Business Improvement District Corporation
Attn: Gerren Price, President and CEO
1275 K Street NW Suite 1000
Washington, DC 20005
202-638-3232
Gerren@downtowndc.org

As to Grantee:

TBD PROVIDE INFORMATION HERE

As to Grant Manager:

Grants Manager
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, N.W., Suite 317
Washington, DC 20004
(202) 727-6365
dmped.grants@dc.gov and

As to Grant Administrator (GA):

Downtown Business Improvement District Corporation
Attn: Mark Simpson, Director of Planning & Economic Development
1275 K Street NW Suite 1000
Washington, DC 20005
(202) 271-7469
MarkS@downtowndc.org

Section XVII. Non-assignability

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

Section XVIII. Indemnification

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

Section XIX. Modification

A. The terms and conditions of this Agreement may not be modified, waived, terminated, or extended, in whole or in part, unless agreed to in writing by the Grantor and Grantee.

B. Grantee shall not change the Project, or the amounts specified in the eligible cost invoice categories of the Project Budget without the prior written approval of Grantor. Grantee may request approval of any proposed change to the Project or the amounts specified in the eligible cost invoice categories of the Project Budget and shall provide adequate supporting information and a revised budget along with its request.

Section XX. Option to Extend

A. Grantor may elect, as determined in its sole and absolute discretion and if legally permitted, to extend Grantee's provisions of services.

B. Grantee acknowledges that Grantor is legally prohibited from providing additional Grant Funds unless and until all legal requirements for the provisions of grants have been met, including, without limitation, the appropriation of funds and authority of the Council of the District of Columbia and/or DBID's own discretion to give such grant. Any extension of Grantee's services with additional Grant Funds shall only be effectuated by entering into an amendment to this Agreement, executed by both Parties, or the Parties entering into a new grant agreement, which may include revised terms and conditions, as determined to be required by Grantor in its sole and absolute discretion. Grantee shall not be entitled to reimbursement for services or costs beyond what is required under this Agreement unless and until an amendment or new grant agreement has been entered into by the Parties.

Section XXII. 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 Grantor to enforce the same.

Section XXIII. Applicable Law

A. The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia. Grantee shall comply with, all applicable District and federal statutes and regulations as may be amended from time to time, including, but not limited to:

- Davis Bacon Act of 1931, 40 U.S.C. 3141 *et seq.*
- False Claim Act of 2014 and D.C. Code § 2-381 *et seq.*
- Copeland “Anti-Kickback” Act, 40 U.S.C. § 3141 *et seq.*
- Embezzlement of Government Property 18 U.S.C. § 641
- Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*
- Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*
- The Hatch Act, 7 U.S.C. § 361a *et seq.*
- The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
- The Clean Air Act 42 USC § 7401 *et seq.*
- The Greener Government Buildings Amendment Act, D.C. Law 24-306
- D.C. Hazardous Waste Management Act of 1977, D.C. Law 2-64; D.C. Code §§ 81301 to 8-1322
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C. 6101 *et seq.*)
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 *et seq.*
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 *et seq.*
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 *et seq.*
- (Debarment, Suspension and Exclusion), 71 FR 66431 •Family and 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, 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 *et seq.* and Mayor’s Order 2023-131
- 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.*
- Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005 (as amended at D.C. Official Code §2-218.01, *et seq.*)
- Mayor’s Order 83-265
- The First Source Employment Agreement Act of 1984 (as amended at D.C. Official Code §2-219.01, *et seq.*)
- Nonprofit Fair Compensation Act of 2020, D.C. Official Code § 2-222.01

B. If there are any conflicts between the terms and conditions of this Agreement and any applicable federal or District 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 Grantor to ensure compliance.

Section XXIV. Severability

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

Section XXV. Total Agreement

This Agreement constitutes the total and entire agreement between the Parties. All previous discussions, writings, and agreements are merged herein.

Section XXVI. Insurance

Grantee is responsible for adhering to the insurance requirements described below:

- A. **GENERAL REQUIREMENTS.** Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to the Effective Date. 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. Both DBID and the District shall be listed as Additional Insured on all Certificates of Insurance (“COI”).

If Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the Grantor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - 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 noncontributing 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 - 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 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 noncontributing 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:
 - E. i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
 - F. 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 Agreement. Grantee and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of this Agreement 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 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 noncontributing 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 - 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 work is performed.

Employer's Liability Insurance - 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. Network Security/Privacy (Cyber) 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 \$2,000,000 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 the Grant Closeout Date.

5. Professional Liability Insurance (Errors & Omissions) - 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 Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. Grantee warrants that any applicable retroactive date precedes the date 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 - Grantee shall provide evidence satisfactory to the GA of commercial umbrella with minimum limits of \$5,000,000 per occurrence and \$5,000,000 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. Crime Insurance (3rd Party Indemnity) - Grantee shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
- C. **SUBCONTRACTOR INSURANCE REQUIREMENTS**
- Any and all subcontractors engaged by Grantee for work under this Agreement shall be required to have the same insurance required of Grantee. Should Grantee wish to propose different insurance requirements for the subcontractor than the ones outlined herein, then, prior to commencement of work by the subcontractor, 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 Grantee with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the GA, 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.** Grantee shall carry all required insurance until all Grant work is accepted by The Grantor and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this Agreement 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 Grantor 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 Agreement.

- 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 Grantor shall not make any separate measure or payment for the cost of insurance and bonds.
- I. **NOTIFICATION.** 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. Grantee shall provide the GA with ten (10) days' prior written notice in the event of non-payment of premium. Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew prior to the Grant Closeout Date. The Grantor or District may reasonably change the above insurance coverage requirements prior to the Grant Closeout Date by giving Grantee at least thirty (30) days' notice of the change. Grantee must comply, at Grantee's expense, and deliver to the GA evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** Grantee must send to the GA, prior to the Effective Date, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide the GA with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing the GA with thirty (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 ID number.

The GA may request, and 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 Grantee expires prior to the Grant Closeout Date 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.** 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 Agreement.

- L. **CARRIER RATINGS.** All Grantee's and its subcontractors' insurance required in connection with this Agreement 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). The GA should collect, review for accuracy, and maintain all warranties for goods and services.

Section XXVII. Miscellaneous.

A. Counterparts. This Agreement may be executed in several original or .pdf counterparts, which shall be treated as originals for all purposes, and all so executed, shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties may not be signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTOR:

Downtown Business Improvement District Corporation, a District of Columbia nonprofit corporation

By: _____

Name: Gerren Price

Title: President and CEO

Date:

GRANTEE:

TBD

By: _____

Name:

Title:

Date:

EXHIBIT A
GRANT INVOICE FORM

Company Name
Address, City, ST, ZIP code
Phone number | Fax Number

INVOICE # ____
Date: Enter invoice date

BILL TO

Deputy Mayor Office of Planning and Economic
Development
1350 Pennsylvania Ave Suite 317
Washington DC. 20002

**FOR : Anticipated
Expenditures**

Grant Number :

Tranche Number

ITEM DESCRIPTION	AMOUNT
Hard Costs (Update and delete as needed)	
Name of item	\$0.00
Name of item	\$0.00
Soft Costs (Update and delete as needed)	
Name of item	\$0.00
Name of item	\$0.00

Subtotal \$0.00

**Tax rate
Additional costs**

TOTAL COST \$0.00

EXHIBIT B
PROJECT SCOPE OF WORK

TO BE PROVIDED BY APPLICANT

EXHIBIT C
PROJECT BUDGET

TO BE PROVIDED BY APPLICANT