



Grant Number: FY16 AFP-12345  
Grant Amount: \$5,000.00

*your grant #* (with arrow pointing to Grant Number)  
*your grant amt.* (with arrow pointing to Grant Amount)

### FY16 Grant Agreement

This FY16 Grant Agreement ("Agreement") is made on October 1, 2015 ("Effective Date") between the D.C. Commission on the Arts and Humanities, a District of Columbia agency ("DCCA"), and the undersigned entity, your name ("Grantee").

DCCA administers the Artist Fellowship Program (Individuals), under which it provides grants in accordance with the Commission on Arts and Humanities Act of 1975, D.C. Law 1-22. Grantee provided to DCCA a proposal for a grant that begins on the Effective Date and ends on September 30, 2016 ("Grant Period"). DCCA approved Grantee's proposal and budget as detailed in Attachment A ("Approved Proposal"). DCCA wants to provide the Grant Amount to the Grantee under the terms and conditions of this Agreement.

For good and valuable consideration, the parties agree:

1. **Term.** Unless earlier terminated under the terms of this Agreement, this Agreement begins on the Effective Date and ends when DCCA accepts Grantee's Final Report, as defined below ("Term").

2. **Grantee's Obligations.** During the Term, Grantee will:

a. Send to the Mayor of the District of Columbia and the Council of the District of Columbia, within a reasonable time after the Effective Date, written thanks for being recognized by DCCA through this grant award.

b. Participate in all meetings that DCCA calls related to this Agreement, provide to DCCA all required reports, and cooperate fully when DCCA wants to monitor or evaluate Grantee's performance under this Agreement.

c. Obtain and maintain, at Grantee's cost, all necessary permits and licenses required to 1) qualify to do business under this Agreement; and 2) comply with all applicable federal and District of Columbia laws and regulations. Grantee will also be responsible for all taxes related to Grantee's performance under this Agreement.

d. Assume all liability for personal and property injury, damage or loss associated with performance under this Agreement.

e. Meet the deadlines detailed in the schedule attached as Attachment B ("Schedule") including providing DCCA with a completed budget revision form attached as Attachment C ("Budget Revision Form").

f. Perform the obligations identified in the Approved Proposal and the Schedule.

g. Use only DCCA intellectual properties ("DCCA Properties") that DCCA provides to Grantee and only in conjunction with materials and activities related to this Agreement.

h. Track Grantee's receipt and use of the Grant Amount throughout the Term. Grantee will expend the Grant Amount solely to perform under this Agreement and on or before the end of the Term. If Grantee pays any employee from the Grant Amount, Grantee must maintain a fringe benefit rate of not more than 20% of the base salary for that employee.

i. Maintain Grantee's residence in the District of Columbia.

j. Acknowledge that Grantee's activities and reports required under this Agreement will be monitored by DCCAH and may be monitored by the D.C. Office of the City Administrator.

k. Provide to DCCAH, for DCCAH's prior written approval, changes that Grantee wants to make to this Agreement, the Approved Proposal, Budget Revision Form or the Schedule.

l. Include in promotions for Grantee's project materials: "*Funded in part by the D.C. Commission on the Arts & Humanities, an agency supported in part by the National Endowment for the Arts.*"

m. Submit to DCCAH, on or before October 15 following the Grant Period, a final report ("Final Report") including the documents required in Attachment B ("Required Documents").

n. Provide to DCCAH names, intellectual properties or images (collectively "Grantee's Properties") that DCCAH may use for DCCAH archival purposes and for promotional purposes. Grantee will retain all ownership and related rights in Grantee's Properties.

o. Retain for at least five years all records relating to this Agreement. Grantee will provide to DCCAH or the District of Columbia Auditor, on DCCAH's reasonable request, access to or copies of those records.

### 3. DCCAH's Obligations. During the Term, DCCAH will:

a. Participate in DCCAH-organized meetings about Grantee's performance under this Agreement.

b. Evaluate and monitor, as DCCAH requires, Grantee's performance under this Agreement.

c. Provide Grantee with certain DCCAH Properties and grant to Grantee a limited, non-exclusive, royalty-free, non-transferable license to use and display the DCCAH Properties on DCCAH-pre-approved promotional and collateral materials associated with Grantee's performance under this Agreement.

d. Use Grantee's Properties only for archival purposes and for promotional purposes that Grantee pre-approves.

e. Review Grantee's proposed Agreement changes and provide to Grantee written comments or approval.

f. Pay to Grantee the Grant Amount as provided in Attachment A. DCCAH may choose not to pay to Grantee all or a portion of the Grant Amount if: 1) this Agreement terminates before the end of the Term; 2) Grantee do not send the Required Documents on time; or 3) funds are not available to DCCAH at the time.

4. **Warranty.** Grantee warrant that Grantee's performance under this Agreement will not: a) infringe or violate the copyright, trademark or patent right of any third party; b) defame or disparage any living or dead person; or c) violate any person's right of privacy or publicity. This Section survives Agreement termination.

### 5. Indemnity and Limitation of Liability.

a. Grantee will hold harmless and defend the District of Columbia, DCCAH and their officers, members, agents, and employees (each an "Indemnified Party") from and against any and all liabilities, losses, damages, claims, and expenses, including reasonable legal fees, that may be incurred or suffered by one or more Indemnified Parties arising out of third party claims related to Grantee's a) obligations under this Agreement; b) material breach of this Agreement; or c) untrue representations and warranties in this Agreement, unless such liability, loss, damage, claim or expense is attributable to the Indemnified Party's gross negligence or willful misconduct. This Section survives Agreement termination.

b. Neither party will be liable for consequential, incidental, indirect or punitive damages under this Agreement, even if that party has been advised of the possibility of those damages.

## **6. Termination.**

a. Either party may terminate this Agreement with written notice to the other party if: 1) the other party fails to fully cure a breach of this Agreement within 30 days of receiving notice of that breach from the non-breaching party; 2) a court or government entity finds that Agreement performance violates the law, or otherwise directs that either party stop Agreement performance; or 3) a party reasonably determines that continued Agreement performance would violate the law.

b. In addition to the options above, DCCAH may also, by written notice to Grantee, terminate this Agreement or suspend funding to Grantee if: 1) Grantee are a business and Grantee go out of business or go into bankruptcy; 2) Grantee fail to perform or to maintain financial accountability under this Agreement; 3) Grantee do not spend all of the Grant Amount before the end of the Grant Period; or 4) Grantee do not comply with all applicable District and federal laws and regulations. If DCCAH terminates the Agreement under any of these circumstances, DCCAH may require Grantee to return to DCCAH any or all of the Grant Amounts that DCCAH has paid to Grantee.

c. If the Agreement terminates before the end of the Grant Period because: 1) Grantee die, go out of business, or Grantee's business goes into bankruptcy, DCCAH will not pay to Grantee any unpaid portion of the Grant Amount; 2) Grantee breach the Agreement and fail to cure Grantee's breach of this Agreement within 30 days of receiving DCCAH's notice of Grantee's breach, DCCAH will not pay to Grantee any remaining portion of the Grant Amount, and Grantee will return the portions of the Grant Amount that Grantee have received as of the termination date; or 3) DCCAH fails to cure its breach of this Agreement, DCCAH will pay to Grantee the portion of the Grant Amount that Grantee can show, by submitting a Final Report, Grantee have incurred as of the termination date.

d. On termination or Term expiration, Grantee must return to DCCAH all unspent Grant Amounts.

e. The specific actions above do not limit either party from pursuing additional remedies available in law or equity.

## **8. General.**

a. This Agreement: 1) is governed by District of Columbia law, without regard to its conflicts of laws principles; 2) constitutes the entire agreement between the parties regarding the Agreement's subject, and supersedes all oral and written agreements entered before or at the same time as this Agreement on the same subject; 3) does not make the parties partners, joint venturers, or agents of one another; 4) may not be assigned or transferred, in whole or in part, without DCCAH's prior written consent; and 5) may be amended but only in writing signed by both parties.

b. The parties agree that: 1) proper jurisdiction and venue for any dispute under this Agreement will be in a local or federal court of competent jurisdiction located in the District of Columbia; and 2) party will not be liable to the other when its performance is prevented or restricted by circumstances beyond its reasonable control ("Force Majeure Event"). Unless the scheduled date for Fellowship has passed and no rescheduling is possible, the affected party must resume performance promptly when the Force Majeure Event ends.

c. Federal and District of Columbia statutes require all applicants to comply with laws governing nondiscrimination. These include Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683 and 1685-86) which prohibits discrimination on the basis of sex, Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and the Americans with Disabilities Act of 1990 (42 USC §§ 1210-12213) which prohibits discrimination on the basis of disabilities, and the D.C. Human Rights Act of 1977, as amended.

The parties, intending to be legally bound, sign this Agreement below.

**D.C. COMMISSION ON THE ARTS AND HUMANITIES**

\_\_\_\_\_  
Lisa Richards Toney  
Interim Director  
200 I Street, SE  
Washington, D.C. 20003  
Phone (202) 724-5613  
Fax (202) 727-4135

**GRANTEE**

*Your Signature*  
\_\_\_\_\_  
Signatory Name: *Your Name*  
\_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Address: *Your Address*  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: *Your Phone #*  
\_\_\_\_\_  
Email: *Your Email*  
\_\_\_\_\_  
Tax ID: *Your SSN (\*not your llc.)*  
\_\_\_\_\_  
DUNS Number\*: \_\_\_\_\_  
\*For Organizations

**ATTACHMENT A**  
**PROPOSAL**

*The funds will be used for the  
artist fellowship.*

# ATTACHMENT C



## DC COMMISSION ON THE ARTS & HUMANITIES

### BUDGET REVISION FORM

(PLEASE USE ONLY THE SPACE PROVIDED)

1. Grantee name: Name

2. Address: Address

3. Phone: Phone

4. Email: Email

5. Grant Period: 10/1/15 - 9/30/16

6. Grant Award Number:

*grant # from page 1 of agreement*

REVISED BUDGET CHART			
ORGANIZATION OR PROJECT INCOME	A DCCA Grant	B Match Contribution	C Total Project Income
<b>GRANTS / CONTRACTS AMOUNT</b> (from Government, Foundations, Corporations, United Way/CFC, etc.) if applicable	<i>grant amount</i> ex. \$5,000	\$	\$
<b>INDIVIDUAL DONATIONS</b>			\$
<b>EARNED REVENUE</b> (from events, publications, fees, ticket sales and memberships) if applicable			\$
<b>OTHER</b> (may not include in-kind donations)			\$
<b>TOTAL INCOME</b>			\$
ADMINISTRATIVE & ARTISTIC EXPENSES	DCCA Contribution	Match Contribution	Total Project Expenses
<i>FOR PROJECT SUPPORT GRANTS Administration expenses may not exceed 35% of total expenses</i>			
<b>PERSONNEL</b> (includes salaries, payroll taxes and fringe)	\$	\$	\$
<b>CONSULTANTS AND NON-ARTISTIC FEES</b>	\$	\$	\$
<b>ADMINISTRATIVE COSTS/OVERHEAD</b> (if exceeds \$1,000, specify in separate narrative)	\$	\$	\$
<b>RENT AND UTILITIES</b>	\$	\$	\$
<b>OTHER</b> (if exceeds \$1,000, specify in separate narrative)	\$	\$	\$
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	\$	\$	\$
<i>FOR PROJECT SUPPORT GRANTS Artistic Fees should be 65% - 100% of total expenses</i>			
<b>PERSONNEL</b> (includes salaries, payroll taxes and fringe)	<i>grant amount</i> ex. \$5000	\$	\$
<b>ARTISTS AND TEACHING ARTISTS</b>	\$	\$	\$
<b>MATERIALS, SUPPLIES, EQUIPMENT</b>	\$	\$	\$
<b>TRANSPORTATION</b>	\$	\$	\$
<b>OTHER</b> (if exceeds \$1,000, specify in separate narrative)	\$	\$	\$
<b>TOTAL ARTISTIC EXPENSES</b>	\$	\$	\$
<b>TOTAL EXPENSES</b>	<i>ex. \$5000</i>	\$	\$

Signature: Signature

Date: date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Your Name</i>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <i>Address</i>	Requester's name and address (optional)
	6 City, state, and ZIP code <i>City, St. Zip</i>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
1	2	3	-	4	5	-	6	7	8	9
<i>1</i>	<i>2</i>	<i>3</i>	-	<i>4</i>	<i>5</i>	-	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
or										
<b>Employer identification number</b>										
1	2	3	4	5	6	7	8	9	0	-
<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>

*not l.l.r*

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Signature</i>	Date ▶ <i>date</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# ACH VENDOR PAYMENT ENROLLMENT FORM

For agency use only:

PASS-generated VM

#

## Section A

New Form

Correction/Change

Cancellation

Vendor/Payee/Company Information	
Vendor Name*	<u>Name</u> EIN or SSN* <u>→ S.S.N. (*not L.L.C.)</u>
Vendor Number	
Address*	<u>Address</u>
Vendor Contact Name*	<u>Name</u> Vendor Contact Phone Number* <u>Phone</u>
	Alternative Phone Number

\*Required

I (we) hereby authorize the District of Columbia to initiate credit entries to my (our) account. If funds to which I am not entitled to are deposited to my account, I (we) authorize the District of Columbia to direct the financial institution to return said funds. This authorization is to remain in effect until the District of Columbia receives written notification of revocation.

Name & Title of Authorizing Official for Vendor\*  
(Please type or print)

Name

Signature of Authorizing Company Official for Vendor\*

Signature

Date\*

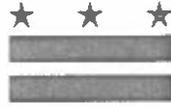
date

## Section B

Payments should be made to the depository account named below

Bank/Financial Institution Information (to be reviewed and signed by Vendor's Financial Institution)	
Bank/Financial Institution Name*	Account Title*
Branch Address*	Phone Number*
<u>for your bank to complete</u>	
9-digit Transit Routing Number*	Account Number*
Bank's ACH Coordinator*	Telephone Number*
Type of Account* <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Signature & Title of Banking Official *	
Print Name & Title*	

Notice: All vendors must have a W-9 on file with the District of Columbia



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DC COMMISSION ON THE ARTS AND HUMANITIES

**ARREST AND CONVICTION STATEMENT**

As the duly authorized officer of **YOUR NAME**, an **INDIVIDUAL**, with an address of **YOUR STREET ADDRESS, WASHINGTON, DC YOUR ZIP CODE**, an applicant for **AFP** of the DC Commission on the Arts and Humanities ("DCCA"), I hereby swear and attest as follows, under the penalty of perjury:

- 1) That the Applicant has conducted reasonable due diligence to answer this form correctly

AND

- 2) That on the basis of this due diligence the Applicant, its officers, partners, principals, members, associates or key employees, within the last three (3) years prior to the dates of the grant application, have NOT been

- Indicted, charged (if still pending) or convicted of (i) any crime or offense arising directly or indirectly from the conduct of the applicant's organization or (ii) any crime or offense involving financial misconduct or fraud,

AND

- The subject of legal proceedings arising directly from the provision of the services by the Applicant.

\_\_\_\_\_ If the Applicant cannot affirm this statement, the Applicant must check this box and attach to this Statement of Certification a full description of any such indictments, charges, convictions, or legal proceedings (and the status of disposition thereof) and surrounding circumstances in writing together with supporting documentation of the circumstances.

**YOUR SIGNATURE** \_\_\_\_\_  
Authorized Representative of Applicant

**THE DATE**  
Date

**YOUR NAME**  
Name

**INDIVIDUAL**  
Title

**ADDRESS**  
Address

**YOUR PHONE NUMBER**  
Phone

**YOUR EMAIL**  
Email



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DC COMMISSION ON THE ARTS AND HUMANITIES

**STATEMENT OF CERTIFICATION**

As the duly authorized officer of **YOUR NAME**, a **INDIVIDUAL** (“Applicant”), with an address of **YOUR ADDRESS**, an applicant for Grant Program/RFA **AFP** of the DC Commission on the Arts and Humanities (“DCCAH”), I hereby swear and attest as follows, under the penalty of perjury:

1) That the following individual(s) are authorized to negotiate with DCCAH on behalf of the Applicant:

Name: **YOUR NAME**

Title: **INDIVIDUAL**

Address: **YOUR ADDRESS**

**YOUR ADDRESS**

Phone: **YOUR PHONE**

Email: **YOUR EMAIL**

- 2) Applicant has, and will continue to have if the Applicant is awarded the grant, adequate staff and resources to maintain adequate files and records and can and will meet all reporting requirements;
- 3) Applicant keeps, and will continue to keep if the Applicant is awarded the grant, all of Applicant’s fiscal records in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are and will continue to be accurate, complete and current at all times; and that these records will be made available for audit and inspection as required;
- 4) Applicant is, and will continue to be if the Applicant is awarded the grant, current on payment of all federal and District taxes, including Unemployment Insurance taxes and Workers’ Compensation premiums. This statement of certification shall be accompanied by a certificate from the District of Columbia OTR stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid taxes due to the District of Columbia, or is in compliance with any payment agreement with OTR;
- 5) Applicant has, and will continue to have if the Applicant is awarded the grant, the demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative, performance and audit trail;

- 6) Applicant is able to secure a bond, in an amount not less than the total amount of the funds awarded, against losses of money and other property caused by fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder, or trainee;
- 7) Applicant is not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 2 CFR 180, for prospective participants in primary covered transactions and is 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;
- 8) Applicant has, and will continue to have if the Applicant is awarded the grant, the financial resources and technical expertise necessary for the production, construction, equipment and facilities adequate to perform the grant or subgrant, or the ability to obtain them;
- 9) Applicant has, and will continue to have if the Applicant is awarded the grant, 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;
- 10) Applicant has a satisfactory record performing similar activities as detailed in the award or, if the grant award is intended to encourage the development and support of organizations without significant previous experience, that the applicant has otherwise established that it has the skills and resources necessary to perform the grant;
- 11) Applicant has a satisfactory record of integrity and business ethics;
- 12) Applicant has, and will continue to have if the Applicant is awarded the grant, the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
- 13) Applicant is, and will continue to be if the Applicant is awarded the grant, in compliance with the applicable District licensing and tax laws and regulations;
- 14) Applicant complies, and will continue to comply if the Applicant is awarded the grant, with provisions of the Drug-Free Workplace Act;
- 15) Applicant complies, and will continue to comply if the Applicant is awarded the grant, with all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 180, 2

CFR 225, 2 CFR 220 and 2 CFR 215, that govern the application, acceptance and use of these funds (satisfied by Attachment F);

- 16) Applicant meets all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations;
- 17) Applicant, if awarded the grant, agrees on behalf of itself and its officers, partners, principals, members, associates, employees and agents, 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 District on account of any claim therefore, except where such indemnification is prohibited by law;
- 18) Applicant further represents and warrants the following to the District:
  - i) The grant requested with this RFA has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this solicitation or otherwise influence the awarding of this grant;
  - ii) No person or entity employed by the District, member of the panel reviewing responses submitted to the RFA, or otherwise involved in preparing this response to the RFA on behalf of the District:
    - Has provided any information to the Development Team that was not also available to all entities responding to the RFA;
    - Is affiliated with or employed by the Development Team or has any financial interest in the Applicant;
    - Has provided any assistance to the Applicant in responding to the RFA; or
    - Will benefit financially if the Applicant is awarded a grant on the basis on the response to the RFA; and
  - iii) Applicant has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFA or any other solicitation or other contract, and the Applicant has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Applicant has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (that is a spouse, child, parent, or sibling) of any of the foregoing. Any such conduct shall be deemed a violation of this RFA.  
As used herein, "anything of value" shall not include work or services rendered pursuant to any other valid District contract, but shall include, but not be limited to:
    - Any favors, such as meals, entertainment, transportation (other than that contemplated by this solicitation, if any or by any other contract with the District); and

- Any gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity; and
- iv) Applicant shall not, with respect to District personnel who are personally and substantially involved in any aspect of this RFA:
- Make an offer of employment;
  - Conduct any negotiations for employment; or
  - Employ or enter into contracts of any sort; and

19) Applicant acknowledges and agrees to report to the District directly and without undue delay any information concerning conduct which may involve:

- i) Corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or
- ii) Any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of
  - Any government employee, government officer or public official;
  - Any employee, officer, agent, contractor or subcontractor of the Applicant; or
  - Any other person
 for any purpose which may be related to the procurement of the RFA by the Applicant or which may affect performance in response to the RFA in any way.

YOUR SIGNATURE  
Authorized Representative of Applicant

THE DATE  
Date

YOUR NAME  
Name

INDIVIDUAL  
Title

ADDRESS  
Address

YOUR PHONE NUMBER  
Phone

YOUR EMAIL  
Email