



## FY26 Capitol Hill Construction Impact Grant Program

### REQUEST FOR APPLICATIONS (RFA)

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<b>Release Date of RFA:</b>	Friday, May 1, 2026
<b>RFA ID No:</b>	DMPED-FY26-BD-LO-CHCI
<b>Information Session:</b>	Please visit <a href="https://dmped.dc.gov">dmped.dc.gov</a> for additional details and updates on information sessions.
<b>DMPED Contact:</b>	DMPED Business Development Group Email: <a href="mailto:businessdevelopmentgroup@dc.gov">businessdevelopmentgroup@dc.gov</a> DMPED Grants Team Phone: (202) 727-8111
<b>Submission Deadline:</b>	Friday, June 12 <sup>th</sup> 2026, 4:00PM ET
<b>Grant Administrator:</b>	Kavya Balaji

**ALL APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY.  
Hand delivered or mailed applications, incomplete applications, or applications  
submitted after the Submission Deadline will not be accepted.**

Completed applications (including attachments) must be submitted through the DMPED's Grants Management portal. [Click here](#) to start your application using DMPED Grants Portal or copy and paste the following link to your browser address bar:  
<https://dc-dmped.wizehive.app/organization/opportunities>.

**DC Grant Opportunities:** All District Grant Opportunities are at the following websites:

- Office of Community Affairs - [All Current District Grants](#)
- Office of the Deputy Mayor for Planning and Economic Development - [DMPED Grant Opportunities](#)

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## **SECTION A. GENERAL INFORMATION**

### **A.1 Funding Opportunity**

The Office of the Deputy Mayor for Planning and Economic Development (“**DMPED**”) invites the submission of applications from qualified organizations for a grant under the FY26 Capitol Hill Construction Impact Grant Program (“**CHCI**” or “**Program**”). The purpose of the program is to provide short-term financial relief to support small businesses impacted by District Department of Transportation (“**DDOT**”) construction near Pennsylvania Avenue, SE, and Potomac Avenue, SE, and along 8th Street SE, between Pennsylvania Avenue, SE, and Virginia Avenue, SE, in the District of Columbia (“**District**”).

Construction activities in this area may limit access, visibility, and customer flow for neighborhood-serving small businesses. The program provides short-term financial relief to help sustain affected businesses during this period.

Small businesses may use grant funds to prepare for or recover from any revenue losses they may face as a result of these construction projects.

### **A.2 Source of Funds**

The Program will be funded pursuant to section 2032(oo) of the Deputy Mayor for Planning and Economic Development Limited Grant-Making Authority Act of 2012, effective September 20, 2012 (D.C. Law 19-169; codified as amended at D.C. Official Code §1-328.04(oo)).

### **A.3 Grant Funding and Anticipated Number of Awards**

The total amount of funding available for this Program is \$150,000. DMPED anticipates making 10-30 awards ranging from \$5,000 up to \$15,000.

### **A.4 Conflicts Between RFA and Applicable Law**

If any requirement of this RFA conflicts with a provision of any applicable law, including a District or federal law or regulation, the applicable legal provision shall control, and it is the responsibility of the applicant to ensure compliance.

### **A.5 Competition for Grant Award.**

This is a competitive RFA. Each applicant must demonstrate its ability to carry out the activities for the grant for which it applies.

Applications are evaluated in three phases: (i) Phase One is pre-screening, (ii) Phase Two is the review panel, and (iii) Phase Three is the award recommendation. See **Section E** for further details.

**Final determinations on awards and funding are final and cannot be appealed.**

**A.6 Period of Performance**

All grant activities must be completed in 18 months from conditional award unless such date is extended by DMPED in its sole and absolute discretion.

**A.7 Grant Reporting and Monitoring**

If an applicant is awarded a grant under this Program, DMPED, at its sole discretion, may use several methods to monitor the grantee’s post-award performance until closeout of the grant. Monitoring may include review of expenditures, review of progress towards performance targets, site visits, data collection, or other methods set forth in a grant agreement. At any point, the grant is subject to a performance or financial audit.

**A.8 Schedule**

The following schedule outlines the anticipated dates and time durations for the RFA and application review. Each date below is subject to change.

Release Date of RFA	05/01/2026
Application Submission Deadline	06/12/2026 4:00 pm ET
Application Pre-Screening	06/12/2026 - 06/26/2026
Application Evaluations	06/26/2026 - 07/31/2026
Conditional Award Notifications	07/31/2026 - 08/28/2026

**SECTION B. PROGRAM ELIGIBILITY REQUIREMENTS**

**B.1 Eligibility Requirements**

Applicants must meet the following requirements to be considered for a grant under the Program.

1. The business must be impacted by the 8th Street Bus Priority Project (not yet underway) or the Pennsylvania Avenue and Potomac Avenue SE Intersection project (currently underway).
2. The business must require support to maintain operations, retain employees, and continue serving their communities during the DDOT construction projects.
3. The business must demonstrate financial need.

4. The business must have less than 100 employees.
5. The annual revenue of the business must be below \$15,000,000.
6. The business must be independently owned with 3 or less franchises.
7. The business must be currently operational at the time of application.
8. The business site must have the following characteristics:
  - a. Brick and mortar operations, not entirely ecommerce
  - b. Offer walk-in and in-person services to customers
9. The applicant must demonstrate valid site control through an active lease or deed.
10. The business must be located in this map that shows areas affected by construction in the Capitol Hill area:  
<https://dcgis.maps.arcgis.com/apps/lookup/index.html?appid=19119b86708d4ce5b1d656080ea1dd62>
11. The business must be in good standing with the District of Columbia and have up to date business license and compliance documents

Preference will be given to new grantees, businesses that demonstrate financial need and businesses in high impact zones.

## **B.2 Ineligible Applicants**

The following applicants are not eligible to receive a grant under the Program:

- An applicant that does not meet all of the numbered criteria listed under Eligibility Requirements above
- Businesses that are part of large corporate chains

## **B.3 Eligible Uses of Grant Funds**

Grant funds may be used solely to support reasonable business expenses that directly serve the business impacted by the applicable construction projects. Specifically, grant funds may be used to pay or reimburse the following cost of the impacted business, provided they are sufficiently documented, reasonable and necessary for the operation of the business during the period of construction, and incurred within the same period as the applicable construction project(s) are conducted:

- Rent
- Utilities
- Insurance
- CAM (common area maintenance)  
mortgage
- Other reasonable business operations costs as proposed by the applicant and approved by DMPED

## SECTION C. GRANT APPLICATION

Applicants must provide truthful and accurate responses to all qualification and eligibility questions and include all required attachments with the application. Applicants must attest to the accuracy of the information provided. Failure to provide accurate documents or omitting required attachments will disqualify the application from consideration for an award. The primary applicant entity must complete and include the required documents with the application submission.

### C.1 Grant Application

Applications must include elements for each section outlined below. Applications that fail to include all necessary elements may not be reviewed or considered or may be disqualified. Applications must provide sufficient information for DMPED to determine the merit of the application. Applications will be evaluated in accordance with the scoring criteria in **Section F.1**.

#### **Construction Impact**

Applicant should use the Capitol Hill Construction map to indicate if their business is operating out of a High Impact Zone, Medium Impact Zone or Low Impact Zone.

#### **Business Need**

Applicant should describe the current or anticipated effects of the construction for 8<sup>th</sup> Street Bus Priority Project or Pennsylvania Avenue and Potomac Avenue SE Intersection project on their business.

The applicant should describe impacts such as construction, sales, visibility and estimate revenue loss. Applicant can submit reports that demonstrate impact to business or revenue loss.

#### **Business Continuity**

Applicant should propose a clear strategy for mitigating construction impacts and describe how utilizing the requested grant funds will help sustain the business during this period.

Applicants must include an itemized budget for their grant request.

#### **Business Risk**

Applicant should describe the risks their business faces without receiving grant funds from DMPED.

### C.2 Attachments

The following attachments must be included with each application. All application attachments must be submitted via the District's grant application portal in .pdf format and must clearly identify the document using the document names below.

Attachment	Attachment Name/Description
C.1	Active District of Columbia Business License issued by the Department of Licensing and Consumer Protection (DLCP).
C.2	Certificate of Good Standing issued by the Department of Licensing and Consumer Protection (DLCP).
C.3	Certificate of Clean Hands from the District of Columbia Office of Tax and Revenue (OTR) (current within last three months).
C.4	Tax Certification Affidavit (Download fillable form at <a href="#">Tax Certification Affidavit</a> )
C.5	Tax-exempt status determination letter, if applicable
C.6	Debarment Affidavit. Applicants shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts including any of the applicant teams' entities (Download fillable form from <a href="#">Debarment Affidavit</a> ).
C.7	Arrest and Convictions Statement (Download fillable form at <a href="#">Arrest and Conviction Statement</a> ).
C.8	Statement of Certification (Download fillable form at <a href="#">Statement of Certification</a> ).
C.9	Form W9 (Download fillable form from <a href="#">W9</a> ).
C.10	Insurance Policies Affidavit (Download fillable form at <a href="#">Insurance Policies Affidavit</a> ).
C.11	Provide the first two pages of the applicant's most recent federal income tax return for the last two years, as accepted by the IRS.
C.12	Required Financial Document (Download fillable form <a href="#">Required Financial Document</a> ).
C.13	Statement of Financial Position (ie: organizational budget, balance sheet certified by an authorized representative of the organization, profit & loss, cashflow statement for the last three years, and any letters, filings, etc. submitted to the IRS within the three years before the date of the grant application) or, if available, audited financial statements for the last three years.
C.14	Signed Lease or Deed
C.15	Budget document
C.16	Current or projected revenue loss report or equivalent explanation

## SECTION D. APPLICATION SUBMISSION GUIDELINES

### D.1 Submission Guidelines

The Office of the Deputy Mayor for Planning and Economic Development (DMPED) is utilizing a Grants Management Platform to streamline the application and review process. While the application portal is branded with DMPED's name, the platform is powered by Submittable, which also provides customer service support to applicants. All applications for this funding opportunity must be submitted electronically through the portal. Applicants will be required to create a free Submittable account to access the application, upload required documents and receive communications regarding their submission.

1. All applications, including attachments, must be completed and submitted via [DMPED Grants Management Platform](#) no later than the Submission Deadline.
2. [DMPED Grants Management Platform](#) receives and records all applications upon submission. Unless requested by DMPED, any additions or deletions to a submitted application will not be accepted once applications are submitted or after the Submission Deadline. DMPED is not responsible for unreadable, incomplete, and/or out-of-order submissions.
3. Follow this link to access the [Help Center for DMPED Grants Management Platform](#).
4. Due to the variance of applicant internet speeds, applications with many attachments will take time to upload and process. Applicants should consider submitting applications no later than **two hours prior to** the Submission Deadline. If an application is submitted minutes before the Submission Deadline, the announcement may close in the middle of processing the application submission. If this occurs, DMPED will not receive the application.
5. DMPED is not responsible for malfunctions of the online platform. DMPED advises prospective applicants not to upload any documents to Dropbox or similar applications.
6. All attachments to the application must be submitted in Adobe Acrobat .pdf format, MS Word, MS Excel, and photos in PEG, PNG, or GIF format. Any other formats will deem the application incomplete. Do not combine all required documents into one .pdf file but attach each required attachment document separately with the application. DMPED will not accept any attachments that contain files within a file, such as PDF Portfolio files, or an interactive or fillable PDF file. **Any attachments uploaded that are not .pdf files (unless otherwise requested and specified in the RFA) or are password protected files will not be read** and will be deemed not received.
7. If an applicant encounters any technical system errors follow the link to the Submittable [Applicant Help](#) website or contact Submittable via email at [nextzensupport@submittable.com](mailto:nextzensupport@submittable.com).
8. Examples of events that would NOT be considered 'technical system errors' are:
  - a. Failure to follow funding Request for Application (RFA) opportunity instructions.
  - b. Failure to follow application instructions.

- c. Local internet problem at the time of Submission Deadline.
- d. Unable to see final application “Submit” button.
- e. Forgotten username or password credentials.
- f. Security locked out of system resulting from forgetting password.
- g. Application closing during the submission process while the “Processing” indicator is still active.

## **D.2 Pre-Application Information Session**

DMPED will hold an information session prior to the Submission Deadline. The details are available on DMPED’s website at [Grant Information Sessions](#).

The purpose of an information session is to allow prospective applicants to inquire about the grant, the RFA document, the application submission process, required application documents, and the application review process.

Verbal answers provided during an information session are intended solely for general discussion and do not represent the District’s final position. Applicants should submit questions in writing following the conclusion of the information session, no later than five (5) days after the date of the information session to receive an official response. Responses will be posted to the DMPED website. Oral explanations or instructions given by District officials prior to the grant award are not binding.

## **SECTION E. APPLICATION REVIEW**

To be eligible for an award, applications must include complete responses to all questions and all required documents, as further described in **Section C.1** and **Section C.2**.

DMPED anticipates a timeline of forty-five (45) days after the Submission Deadline to complete all application reviews and obtain funding recommendations and approval.

Application review consists of three Phases.

### **E.1 Phase One: Pre-screening.**

Phase One is a pre-screening of each application to verify timely submission of the application and to ensure that all questions are answered, all required documents listed in **Section C.2** are included, and all documents are signed, dated, and compliant with the RFA requirements.

To qualify for Phase Two, applicants must successfully satisfy the pre-screening requirements set forth herein. Only complete applications that pass the pre-screening will move to Phase Two.

At the end of Phase One, applicants will receive a notification regarding the outcome of Phase One and whether or not their application will progress to Phase Two.

### **E.2 Phase Two: Review Panel.**

Phase Two is a detailed review of the application by a review panel. The review panel will evaluate and score each application using the scoring criteria identified in **Section F.1**, with a narrative of the evaluation approach provided in **Section C.1**.

### **E.3 Phase Three: Award Recommendations.**

Phase Three is the final award determination. At the conclusion of Phase Two evaluations, recommendations for funding awards are submitted to the Deputy Mayor for final approval. The Deputy Mayor will make the final funding decision based on the Mayor's budget priorities, the resources available, and the goals of the Program. **Final determinations on awards and funding are final and cannot be appealed.**

## SECTION F. APPLICATION EVALUATION; SCORING CRITERIA

Applications will be scored based on the scoring criteria below, and the scores will guide the funding recommendations and award decisions. Applications must include the elements for each criteria outlined below, and as further described in **Section C.1**.

### F.1 Summary of Scoring Points

Replace the 'Scoring Criteria' in the table below with the actual grant scoring criteria and the points assigned to each category (and sub-category, if applicable.)

#	Scoring Criteria	Maximum Points
1.	Construction Impact	25
2.	Business Need	35
3.	Financial Vulnerability	20
4.	Business Continuity	20
	<b>Maximum Total</b>	<b>100</b>

## SECTION G. CONDITIONAL AWARD REQUIREMENTS

### G.1 Conditional Award Letter

DMPED will send a conditional award letter to each successful applicant detailing the conditions of the grant award and identifying and requesting additional grant specific award documents, as outlined below:

Ln. #	Document Description
1.	Active District of Columbia Business License issued by the Department of Licensing and Consumer Protection (DLCP), if applicable. <u>DLCP</u>
2.	Certificate of Good Standing issued by the Department of Licensing and Consumer Protection (DLCP). <u>DLCP</u>
3.	Current Certificate of Clean Hands from the District Office of Tax and Revenue (OTR). <u>OTR</u>
4.	Certificate of Insurance (COI) meeting minimum required coverage identified in the RFA <b>Exhibit A</b> (View Sample COI at <u>Sample COI</u> )
5.	First Source and Workforce Development Employment Agreement with the Department of Employment Services will be required if the conditional award is in the amount of <b>\$300,000 or more</b> pursuant to the First Source Amendment Act of 1984, as amended (D.C. Official Code § 2-219.01 <i>et seq.</i> ) and the rules and regulations promulgated thereunder, and Mayor’s Order 83-265. <u>First Source Agreement</u>
6.	Subcontracting Plan approved by the Department of Small and Local Business Development (DSLBD), Certified Business Enterprises if the award in the amount of <b>\$250,000 or more</b> . A Certified Business Enterprise Utilization and Participation Agreement must be executed between awardee and DSLBD, governing certain obligations of awardee under the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Law 16-33; D.C. Official Code §§2-218.01, <i>et seq.</i> ). <u>Subcontracting Plan</u>
7.	Updated project budget (include description of project work)
8.	Updated project schedule, if applicable
9.	Form W9 (as submitted with application or updated W9 if needed). <u>W9 Form</u>
10.	Automated Clearing House (ACH) Form – Successful applicants will receive disbursements via an electronic transmission to the bank account designated for this grant. To establish this transfer, successful applicant(s) must fully complete and submit an ACH Form that includes the signature of an authorized representative from their financial institution (download fillable form from <u>ACH Enrollment Form</u> )
11.	Grant Agreement – Successful applicants are required to sign an agreement setting forth the terms and conditions for their receipt of grant funds.

## **G.2 Conditional Award Requirements**

To remain eligible for the grant and receive the award of funds, all documentation required by the conditional award letter must be submitted to DMPED within the timeframe identified in the conditional award letter. An applicant that cannot provide these materials **WITHIN THE TIMEFRAME IDENTIFIED IN THE CONDITIONAL AWARD LETTER** may be deemed ineligible for a grant award and the offer may be withdrawn.

## **G.3 Assurance of Continued Truth and Accuracy**

Prior to the award of grant funds, a successful applicant shall notify DMPED of any changes that may have occurred to its organization since the submission of its application.

## **G.4 Insurance Requirements**

Prior to the award of grant funds, applicants must show proof of all insurance coverage required by law and by the Program, as determined by DMPED. Successful applicants shall procure and maintain, during the entire period of performance, under the grant agreement, the types of insurance specified in **Exhibit A**. Applicants are not required to hold this coverage in order to apply but should expect to obtain coverage at the levels specified if awarded a grant. Applicants should consult their insurance provider for information about the coverage listed in **Exhibit A**.

## **SECTION H. GRANT ADMINISTRATION**

### **H.1 Invoice Submission**

Invoices must be submitted electronically through The District Integrated Financial System (DIFS) Supplier Portal. Successful applicants are required to register and submit invoices using the following link [https://cfo.dc.gov/supplier\\_portal](https://cfo.dc.gov/supplier_portal). Upon receipt of a complete invoice package, funds will be disbursed according to terms of the grant agreement.

### **H.2 Reporting; Site Visits**

Successful applicants shall be subject to reporting requirements and site visits as specified in the grant agreement to ensure compliance with the Program and the terms of the grant agreement.

## **SECTION I. AWARDS CONDITIONS AND LIMITATIONS**

- I.1 Funding for this grant is contingent upon continued appropriations to DMPED. This RFA does not commit DMPED to make a grant award.
- I.2 DMPED reserves the right to accept or deny any or all applications if it is determined to be in the best interest of DMPED to do so. DMPED reserves the right to suspend, terminate, or rescind an RFA if it determines it is in DMPED or District's interest or in accordance with any applicable federal or local regulation or requirement.
- I.3 DMPED reserves the right to issue addenda and/or amendments subsequent to the issuance of this RFA. DMPED reserves the right to request additional information from any applicant.
- I.4 DMPED shall not be liable for any costs incurred by applicants in the preparation of applications in response to this RFA. Applicants agree that all costs incurred in developing the application for this grant Program are the applicant's sole responsibility.
- I.5 DMPED may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.
- I.6 DMPED may enter into negotiations with an applicant and adopt a modified funding amount or other revision of an applicant's proposal that may result from negotiations.

## EXHIBIT A INSURANCE REQUIREMENTS

- A. GENERAL REQUIREMENTS. Grantee at its sole expense shall procure and maintain, from the effective date of the grant agreement (“Agreement”), to be executed by the Grantor and Grantee, until the Grantee Closeout Date (to be defined in the Agreement), the types of insurance specified below. Grantee shall submit a Certificate of Insurance to the Grant Manager (GM) giving evidence of the required coverage prior to the effective date of the Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GM.

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

### B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - Grantee shall provide evidence satisfactory to the GM 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 GM in writing), covering liability for all ongoing and completed operations of Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis

e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - Grantee shall provide evidence satisfactory to the GM 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 GM 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 non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Grantees providing transportation:

Grantees providing transportation must additionally comply with the following:

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

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

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

- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification (“Medical Card”).

For Grantees using District Government-Owned Vehicles:

Agencies that provide Grantees with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under the Agreement. Grantee and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the Agreement and approved in writing by the GM, 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 non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

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

- 3. Workers’ Compensation Insurance - Grantee shall provide evidence satisfactory to the GM 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 GM 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. Crime Insurance (3rd Party Indemnity) - Grantee shall provide a Crime policy including 3<sup>rd</sup> 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 per occurrence as per the following grid:

Grant Amount	Crime limit
\$1 - \$50,000	n/a
\$50,001 - \$100,000	\$20,000
Above \$100,001	\$50,000

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Grantee for work under the Agreement shall be required to have the same insured required of Grantee. Should Grantee wish to propose different insurance requirements for the subcontractor than the ones outlined in the Agreement, 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 GM. The GM will promptly provide in writing to Grantee with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the GM, 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 work under the Agreement is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under the 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 The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit Grantee's liability under the 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 Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. Grantee shall include all the costs of insurance and bonds in the grant amount.
- I. NOTIFICATION. Grantee shall ensure that all policies provide that the GM 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 GM with ten (10) days' prior written notice in the event of non-payment of premium. Grantee will also provide the GM with an updated Certificate of Insurance should its insurance coverages renew before the Grant Closeout Date. The Government of the District of Columbia may reasonably change the above insurance coverage requirements before the Grant Closeout Date by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GM evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. Grantee must send to GM, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding Grant number. Evidence of insurance shall be submitted to:

Margaret Platek  
Director of Contracts, Procurement, and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
Attention: Contracts, Procurement and Grants (Certificates of Insurance)  
**Email:** [dmped.grants@dc.gov](mailto:dmped.grants@dc.gov)

The GM 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 GM 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 GM 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 Grantee, its agents, employees, servants or subcontractors under the Agreement.

L. CARRIER RATINGS. All Grantee's and its subcontractors' insurance required in connection with the 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, 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). GM should collect, review for accuracy, and maintain all warranties for goods and services.