

# GOVERNMENT OF THE DISTRICT OF COLUMBIA Executive Office of the Mayor Office of the Deputy Mayor for Planning and Economic Development



# **FY2018 Creative Economy Iniatitive** REQUEST FOR APPLICATIONS (RFA)

Release Date of RFA: December 1, 2017

RFA ID #: DMPED - CEI-018-401162

**Submission Deadline:** January 2, 2018 at 4pm

Please note that all applications must be submitted electronically. Incomplete applications or those submitted after the deadline will not be accepted.

Submission Details: Online submissions only. Please submit your complete

application (including attachments) through the ZoomGrants portal on the website for the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"):

www.dmped.dc.gov.

Point of Contact: LaToyia Hampton, Grants Manager

Phone: (202) 724-8111

E-mail: latoyia.hampton@dc.gov

**Availability of RFA:** Download from DMPED's website: <u>www.dmped.dc.gov</u>

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#### I. Introduction

The Office of the Deputy Mayor for Planning and Economic Development ("DMPED") is seeking to support DC's creative economy and market the District in line with the District's Economic Strategy, which can be found at DCEconomicStrategy.com. To this end, DMPED is soliciting grant applications from qualified businesses that seek to promote the District through a multimedia project that highlights the District of Columbia. Funding for this program is authorized from the Economic Development Special Account, per D.C. Official Code §2-1225.21(d). Total funding availabile for this grant program in Fiscal Year 2018 (FY18) is \$500,000.

# **II. Eligible Funding Uses**

The grant is intended to assist qualified businesses creating a multimedia (i.e. film, television, internet broadcast) project that is created in DC, is about DC, and has a national audience. Funds can be used for future, existing, and/or on-going qualified multimedia projects.

#### III. Service Areas

The grant is available to qualified businesses that create the majority of their media anywhere within the boundaries of the District of Columbia.

#### **IV. Eligible Applicants**

Eligible applicants for this grant are multimedia businesses with a track record of creating media that is distributed nationally. Eligible applicants must be a District registered business or organization in Good Standing with the DC Department of Consumer and Regulatory Affairs (DCRA), the DC Office of Tax and Revenue (OTR), the DC Department of Employment Services (DOES), and the federal Internal Revenue Service (IRS).

#### V. Grant Disbursement

Funds will be distributed in one lump sum and subject to reporting requirements, including programmatic reporting and financial reporting.

#### VI. Application Review & Awards

To ensure fair assessment of grant applications, DMPED will convene a diverse review panel to evaluate eligible applications and submit recommendations for funding. The review panel will consist of neutral, qualified individuals selected for their knowledge of the District's community, and their experiences in grant-making and program development. The panel members will review and score applications and submit recommendations for grant awards to the Deputy Mayor.

#### VII. Submission Guidelines

All applications must be submitted via the GiftsOnline application system. Please submit all attachments in PDF format.

Applications must be submitted electronically no later than January 2, 2018 at 4:00pm. All applications will be recorded upon receipt. Applications received after 4:00pm sharp on January 2, 2018 will not be considered or forwarded to the review panel for consideration. Unless requested by DMPED, any additions or deletions to an application will not be accepted after the specified deadline. DMPED is not responsible for unreadable, incomplete, and/or out of order submissions.

#### IX. Contact Person

LaToyia Hampton, Grants Manager

Phone: (202) 724-8111

Email: <a href="mailto:latoyia.hampton@dc.gov">latoyia.hampton@dc.gov</a>

#### X. Terms and Conditions

Funding for this grant is contingent on continued funding from the grantor. This RFA does not commit DMPED to make a grant award.

DMPED reserves the right to accept or deny any or all applications if DMPED determines it is in the best interest of DMPED to do so. DMPED shall notify the applicant if it rejects their application. DMPED reserves the right to suspend or terminate an outstanding RFA.

DMPED reserves the right to issue addenda and/or amendments subsequent to the issuance of this RFA, or to rescind this RFA.

DMPED shall not be liable for any costs incurred in the preparation of applications in response to this RFA. The applicant agrees that all costs incurred in developing the application for this grant are the applicant's sole responsibility.

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.

DMPED may enter into negotiations with an applicant and adopt a firm funding amount or other revisions to the applicant's proposal that may result from these negotiations.

DMPED shall provide the citations to the statute and implementing regulations that authorize the grant or sub-grant; all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 180, 2 CFR 225, 2 CFR 220, and 2 CFR 215 1 DCMR 50; payment provisions identifying how the grantee will be paid for performing under the grant agreement; reporting requirements, including programmatic, financial, and any

special reports required by DMPED; and compliance conditions that must be met by the grantee. If there are any conflicts between the terms and conditions of this RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

#### XI. Scoring Criteria

Applications will be evaluated based on the 100-point scoring criteria outlined below. Points will be awarded based on the size of the benefit proposed by the applicant in comparison to the size of the applicant's funding request.

# A. Multimedia Plan (40 points)

Up to 40 points based on the applicant's business plan. The applicant must provide a detailed description of its multimedia plan, including how it will highlight the District of Colmbia. Points will be awarded based on the strength of the plan, the degree to which the media will be produced in the District of Columbia, and degree to which the media will be nationally distributed.

#### B. Capacity and Track Record (40 points)

Up to 40 points based on the applicant's demonstrated track record to implement its plan, including previous demonstrated experience distributing media nationally.

## C. Community Benefits (10 points)

Up to 10 points based on the applicant's proposal to complete the following activities:

- 1. Provide a specific number of District residents hired in addition to First Source requirements.
- 2. Host Summer Youth Employment Program participants.
- 3. Provide training, internships, and/or mentorship for District of Columbia residents and/or communities beyond what is offered through the normal course of business.
- 4. Provide innovation-and-technology-oriented educational opportunities for students in the District of Columbia.
- 5. Provide contracting opportunities for Certified Business Enterprises (CBEs) during build out or renovations and during the course of business operations.
- 6. Provide low-income, underserved, and/or overlooked individuals and/or communities in the District of Columbia with reduced-price or free community space, commercial space, products and/or services.

## D. Commitment to the District of Columbia (10 points)

Up to 10 points if the applicant falls into one or more of the Certified Business Enterprise ("CBE") categories listed below as defined and certified by the DC Department of Small and Local Business Development ("DSLBD"):

- 1. Small Business Enterprise 3 points
- 2. Resident-Owned Business 5 points
- 3. Longtime-Resident Business 5 points
- 4. Local Business Enterprise 2 points
- 5. Business Located in Enterprise Zone 2 points

- 6. Disadvantaged Business Enterprise 2 points
- 7. Veteran-Owned Business Enterprise 2 points
- 8. Local Manufacturing Business Enterprise 2 points

# **XII. Required Documents**

**First Source Agreement** - Pursuant to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code §§ 2-219.01 *et seq.*, as amended, and Mayors Order 83-265, one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents.

Accordingly, applicants will be required to enter into a First Source Employment Agreement with the Department of Employment Services ("DOES") prior to execution of a grant agreement. The First Source Agreement shall, among other things, require the grantee to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty one percent (51%) District of Columbia residents for all new jobs created by the grant project, all in accordance with such First Source Employment Agreement and (ii) ensure that at least fifty one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC. Apprenticeship Agreement template Council. First Source can be found at www.does.dc.gov/node/161672.

**ACH Form** - Grantees will receive grant funds via an electronic transmission to their bank account designated for this grant. To establish this transfer, grant recipients must complete, obtain signature from their financial institution [section B of document] and return the ACH-Form.

**Certified Business Enterprises** - The applicant selected by the District to enter into a grant agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014, §§ 2-218.01 et seq., as amended ("CBE Act"). Pursuant to the CBE Act, the selected applicant may be required to contract or subcontract to Small Business Enterprises ("SBEs") at least 35% of the total project costs. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by contracting or subcontracting 35% to qualified CBEs. DSLBD determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Applicants are encouraged to exceed the District's SBE/CBE subcontracting requirements. Applicants must sign the Acknowledgement Form attached under NPF forms on dmped.dc.gov.

**Local Hiring & Opportunities** - Applicants are encouraged to incorporate in their responses their plans to address: (1) Employment and business opportunities for local residents and businesses; and (2) Opportunities for District neighborhood-based business to participate in the Project.

**EEO Policy Statement** - Applicants are required to sign an Equal Employment Opportunity with the Office of Human Rights.

**Ethics Disclosure Form** - Pursuant to the Grant Administration Amendment Act of 2015, D.C. Official Code § 1-328.11 *et seq.*, as amended ("Grant Act") the recipient of any grant funds in excess of \$100,000 must certify that they have not made or solicited contributions to covered recipients within the timeframes set forth in the Grant Act.

#### XIII. Certifications and Assurances

- A. *Insurance Requirements*. The applicant must show proof of all insurance coverage required by law at the time of application submission. The applicant shall maintain general liability insurance, consistent with District law. The applicant is responsible for adhering to the insurance guidelines as defined by the District of Columbia Office of Contracting and Procurement.
  - 1. GENERAL REQUIREMENTS. The grantee shall procure and maintain, during the entire period of performance under the grant agreement, the types of insurance specified below. The grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer providing evidence of the required coverage prior to commencing performance under the grant agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The grantee shall require all of its sub-grantees to carry the same insurance required herein. The grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.
    - a. <u>Commercial General Liability Insurance</u>. The grantee shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage;

Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The grantee shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under the grant.

- b. <u>Automobile Liability Insurance</u>. The grantee shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the work performed under the grant. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- c. <u>Workers' Compensation Insurance</u>. The grantee shall provide workers' compensation insurance in accordance with the statutory mandates of the District of Columbia.
- d. <u>Employer's Liability Insurance</u>. The grantee shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- 2. DURATION. The grantee shall carry all required insurance until all work performed under the grant is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under the grant.
- 3. LIABILITY. These are the minimum insurance requirements established by the District of Columbia. HOWEVER, THE MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THE GRANT.
- 4. GRANTEE'S PROPERTY. The grantee and sub-grantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- 5. MEASURE OF PAYMENT. The District shall not make any separate measure of payment for the cost of insurance and bonds. The grantee shall include all of the costs of insurance and bonds in the grant price.
- 6. DISCLOSURE OF INFORMATION. The grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for damages or claims resulting from or arising out of work performed by the grantee, its agents, employees, servants, or

subcontractors in the performance of work under this Agreement.

- 7. NOTIFICATION. The grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.
- 8. CERTIFICATES OF INSURANCE. Prior to commencing any work under the grant, the grantee shall submit Certificates of Insurance providing evidence of the required coverage as specified above. The grantee shall submit evidence of insurance to:

Office of Contracts, Procurement and Grants Government of the District of Columbia Office of the Deputy Mayor for Planning and Economic Development 1100 4<sup>th</sup> Street SW, Suite E500 Washington, DC 20024

B. Nondiscrimination in the Delivery of Services. In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall on the grounds of race, color, religion, nationality, sex, or political opinion be denied the benefits of, or be subjected to discrimination under, any program activity receiving DMPED funds. The grantee shall comply with all of the applicable District and Federal statutes and regulations as may be amended from time to time including, but not limited to: • The Americans with Disabilities Act of 1990 • The Hatch Act, Chap. 314 • The Occupational Safety and Health Act of 1970 • Lobbying Disclosure Act • Drug Free Workplace Act of 1988; and • District of Columbia Human Rights Act of 1977 and DC Language Access Act of 2004.