

**Pilot Project General Terms and Conditions**

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## **1. This document**

Each eligible legal person or entity applying for the Contract advertised in the Request for Proposals (RFP), the successful Offeror (Awardee), and a subrecipient of funds proceeding from the Contract provided pursuant to the RFP (subcontractor), is subject to and must comply with the following:

- a. The applicable general terms and conditions outlined in this Attachment I – Terms and Conditions (T&C);
- b. The promises, certifications, assertions, and assurances made as part of the Offeror’s proposal in Attachment H – Commission Contract Promises, Certifications, Assertions and Assurances (PCA); and
- c. The terms, conditions, or restrictions in the contract awarded as a result of this RFP. A condition stated in this T&C is a continuing condition, unless explicitly stated otherwise or Commission advises in writing that it is not continuing.

## **2. Contract Funding**

Continuation of the contract and Distribution of funds is subject to the availability of funding.

## **3. Payment**

- a. The Commission will not reimburse the Awardee for project-related expenditures made before contract start date.
- b. Timely submission of an invoice is a precondition to timely payment.
- c. The Awardee’s submittal for payment must include a signed invoice, on organization letterhead, with federal tax identification number and supporting documentation. The submittal to the Commission must also include:
  - (1) For employee labor: For the relevant period, submit proof of the paid labor. Proof could include a payroll report, with information drawn from an official book or record, like a payroll register, official time sheet or timecard/s. The Awardee should seek Commission’s pre-approval of the form of proof of employee labor.
  - (2) For a contractor expenditure: Support each expenditure with the contractor’s invoice. In turn, each contractor invoice must rest on information drawn from an official book or record.
  - (3) For another expenditure: Support each expenditure with an invoice or receipt.
- d. The Awardee must keep backup documentation to show:

- (1) For Awardee:
  - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to the Contract, and pay rate for the period (typically a payroll register, official time sheet, or timecard/s);
  - (b) For non-labor: an invoice and receipt that identifies or describes the invoiced item, showing quantity, rate or price, and for a procured item, including a contractor and invoice, proof of payment.
- (2) For Awardee's subcontractors:
  - (a) For labor: the official books and records information showing employee name, title, hours worked that are charged to this contract, and pay rate for the period (typically a payroll register, official time sheet, or timecard/s); and
  - (b) For a non-labor item: an invoice or receipt that identifies or describes the invoiced item, showing quantity, rate or price, and for a procured item, proof of payment.
- e. In some circumstances, the Commission as a precondition to payment, may require documents supporting an accounting entry. Such information may include:
  - (1) General ledger screen shot or excerpt showing paid bills or expenditures;
  - (2) Copy of a canceled check or a bank statement of an electronic transfer;
  - (3) Statement from contractor, subcontractor, or vendor that the bill has been paid; or
  - (4) Report of on-site inspection or audit.
- f. In limited circumstances, and at the Commission's sole discretion according to its policy, the Commission may provide a portion of contract funds for the Awardee's start-up costs as an advance subject to the following conditions:
  - (1) The Awardee must have requested such funding in its proposal.
  - (2) Advance payments shall not exceed the lesser of 25% of the Contract award amount or \$100,000. An exceptional case that may justify a greater amount, such as for the purchase of equipment, requires the written approval of the Commission's Contracting Officer.
  - (3) The Awardee must submit to the Commission, documentation showing evidence of the expenditures using the advance.
  - (4) The Commission may, in its sole discretion, withhold from the total to be paid the amount equal to the total of advanced funds.

- g. Notwithstanding the above, Commission may withhold payment if Commission determines that the Awardee has failed to comply with a material term of the Contract. The Commission, in its sole discretion, determine materiality.

#### **4. Unethical conduct**

- a. The Applicant/Awardee shall avoid unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally against the provisions of the District Ethics Manual (most recent edition as of the time the Contract is awarded), found at <https://bega.dc.gov>, under the heading for documents.
- b. In particular, the Awardee shall avoid:
  - (1) Apparent and actual conflicts of interest;
  - (2) Contributing to a violation of the District's restrictions on gifts to District personnel; and
  - (3) Contributing to a violation of the two-year ban on District personnel taking certain actions regarding a "particular matter" described in the District Ethics Manual.
- c. No Applicant/Awardee shall employ or retain a person or selling agency to solicit or secure the award, a payment under it, or an amendment, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Exception: An Offeror Awardee may condition its compensation for a bona fide employee on grant-related job performance and may retain an attorney for compensation permitted by the District's Rules of Professional Conduct.
- d. Except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value, with respect to contract funds, the AWARDEE and Awardee's employees, officers, or agents shall not solicit or accept a gift, gratuity, favor, or anything of monetary value, from: a contractor, subcontractor, vendor, party to a related agreement, or a beneficiary of the contract award amount.
- e. If the Awardee is a natural person, he or she shall not participate in the selection, award, or administration of funds from the Contract if that would create a real or apparent conflict of interest. This prohibition also applies to an Awardee's employee, officer, or agent. An example of a conflict would be when the Awardee decides to employ, or buy from, a person or entity in which he or she, or a member of his or her immediate family, including a domestic partner, has an employment or financial interest.

#### **5. Purchases, including equipment, exceeding \$5,000 per unit cost**

- a. The Awardee shall not purchase with Contract funds, equipment or supplies

exceeding \$5,000 per unit cost without Commission's written agreement.

- b. For each such purchase the Awardee shall give advance written notice to the Commission to allow the Commission to approve or disallow the purchase. If such purchases are identified and approved as part of the contract, additional approval is not required. If such purchase was not identified in the contract, advance notice shall be given four (4) weeks in advance of the commitment to purchase. Commission may waive this time period in writing, for good cause.
- c. The Awardee shall maintain an inventory record of all purchases in excess of \$5,000 per unit showing:
  - (1) Purchase price;
  - (2) Contract number;
  - (3) Name of item;
  - (4) Manufacturer's name;
  - (5) Serial number (if applicable);
  - (6) Acquisition history (purchase order, invoice, packing slip);
  - (7) Guarantee or warranty lapse date;
  - (8) Storage location;
  - (9) Unit price; and
  - (10) Additional costs, if any, for transportation, installation, and taxes, each as a separate item.
- d. Purchase Inventory shall be updated annually, or at the pilot project Contract end date, whichever occurs first.
- e. Commission may inspect and reclaim all or part of the inventoried equipment within 12 weeks of the Contract end date.

## **6. Contract Modifications**

The terms and conditions of the Contract may be modified only upon the Commission's prior written approval.

- a. Through an amendment, Commission may increase or reduce the Contract amount, change scope, and/or extend or reduce the Contract period.
- b. If the Commission notifies the Awardee that a funding increase or an extension of the Contract period is available, the Awardee must agree to the increase or extension in

writing. The amendment must be justified and include a description of proposed changes to the scope, performance schedule, description of proposed outcomes, and budget.

## **7. Contracts and subcontracts**

- a. Nothing in the Contract shall be construed to create a contractual relationship between the Commission and any of the following: Awardee's contractors, subcontractors, or vendors.
- b. Any Contract-related work and/or activity that is subcontracted, is subject to applicable District law and the Commission's review and approval. The Awardee shall give Commission advance notice of subcontracts, with enough time to allow the Commission to determine whether its approval is needed, and, if so, whether approval must come before the Awardee's execution of the subcontract.
- c. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over \$5,000. These warranties shall be for at least two (2) years. Commission may waive this requirement in writing for demonstration or research grants.
- d. If the Awardee, its contractors or subcontractors, disturb work guaranteed under another District contract or grant, the Awardee shall be responsible to restore the disturbed work to a condition comparable to its original condition and warranty such restored work, or alternatively to pay the District for the damage.
- e. No Awardee shall use Contract funds to procure services or materials from a vendor, contractor, or subcontractor that is suspended or debarred by the District or the federal government.

## **8. Establishing and managing subcontracts**

If subcontracts are authorized, the Awardee, as a pass-through entity, must:

- a. Be responsible for selecting each subcontractor and, as appropriate, conducting a competition for each subcontract award.
- b. Ensure that all subcontract documents, including agreements, are in writing and address all elements of the Contract and its attachments.
- c. Ensure that each subcontractor is aware that it is subject to all applicable terms, conditions, and requirements of the Contract and its attachments.
- d. Establish and follow a system for monitoring subcontractor performance that includes the elements required by the Contract and report the results of the monitoring in required performance reports.
- e. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the Contract and with the requirements for

payment of costs under the Contract. This includes establishment of written procedures for determining that subcontractor costs are allowable under the Contract, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that subcontractors incur, or a combination of both approaches, provided the Awardee documents its determinations.

**9. Entry onto a project site**

The Awardee must provide the District with access to the project site(s) and to books and records for the funded project. The Awardee also must secure from the relevant property owner permission in writing for the Commission or its designee to access a project site at reasonable times to inspect the work performed by the Awardee. The Awardee must obtain the written consent in advance of performing the work .

**10. Safe work environment**

The Awardee, and its subcontractors, shall provide a safe work environment for work on Commission-funded projects. The Awardee shall provide a procedure for reporting unsafe working conditions and addressing reports made. If the Awardee, or its subcontractor receives an allegation of an unsafe working condition or practice or has a safety incident, the pertinent party shall investigate the reported unsafe condition or practice and take appropriate action to address the situation in a timely manner. The incident and response shall be described in the Awardee's next Contract report.

**11. Unusual incident reporting**

The Awardee shall report each unusual incident involving or affecting performance of the Contract to the Contract Administrator within twenty-four (24) hours of the incident or of the Awardee's learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Awardee shall, within five (5) days of the incident, communicate in writing to the Contract Administrator a full description of the incident and any response(s) taken or to be taken in response to the incident.

An unusual incident is an event or occurrence significantly different from routine or established procedure that affects or may affect performance of the Contract. Examples: serious injury, traffic accident, theft, or firing or resignation of a principal staff member or contractor identified in the Contract.

**12. Unspent funds**

Funds not spent to fulfill the terms of the awarded contract, shall be returned immediately to the Commission upon completion of all work required, termination of the contract, or the pilot project end date, whichever is earliest.

**13. Contract Performance review and remediation plan**

a. The Commission may perform a complete compliance review to determine patterns

and rates of expenditures.

- b. If the Commission identifies deficiencies, Commission may require that the Awardee undertake a remediation plan to improve and correct problems. The remediation plan may include:
  - i. Repayment of Contract funds;
  - ii. Reduction in the Contract award; and
  - iii. Reallocation of Contract funds.

#### **14. Attribution of funding**

- a. When communicating in writing (including in signage, on garments, and electronically) about the activity or project which the Contract funds, the Awardee must identify publicly the support of Commission. The Awardee shall include a Commission logo, which Commission will provide.
- b. The Awardee shall follow Commission Sign Design Guidelines and Publication Design Guidelines.

#### **15. Communications with Commission**

- a. Communications shall be directed to Commission offices, or Commission staff, exclusively as the RFP states.
- b. Reports and other submissions shall be directed to Commission, as indicated.
- c. If reports are electronically filed, the required signatures shall be reliably and clearly reproduced.
- d. The Awardee shall maintain electronic mail (e-mail) capabilities for communication with Commission.
- e. A notice shall be deemed timely delivered to Commission when written confirmation of receipt is provided by Commission.