

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of For-Hire Vehicles



DFHV Grants Manual

A handbook for Grant Administrators, Staff, Partners, and Recipients of grants administered by the Department of For-Hire Vehicles



Government of the District of Columbia
Department of For-Hire Vehicles



TABLE OF CONTENTS

I.0- INTRODUCTION AND BACKGROUND

I.1- Introduction.....	3
I.2- Background.....	3

II.0- DFHV: A GRANTMAKING AGENCY

II.1- Preliminary requirements for a DC Government Grantmaking Agency.....	4
II.2- DFHV Grant Description.....	5

III.0- THE DFHV GRANT PROCESS

III.1.0- The Pre-Award Process

III.1.1- Planning and Project Development checklist.....	7
III.1.2- Preparing a NOFA.....	7
III.1.3- Preparing an RFA.....	8
III.1.4- Grant Application Process Check List.....	9
III.1.5- Review Panels and Panelists.....	9

III.2.0- Award Process

III.2.1- Competition Preferred.....	10
III.2.2- Performance Standards.....	12
III.2.3- Consideration of High-Risk Applicants.....	12
III.2.4- Selection and Approval Procedure.....	13
III.2.5- Award Documentation Requirements.....	14

III.3.0- Post Award Responsibilities:

III.3.1- Grant Management.....	15
III.3.2- Monitoring Program Performance.....	16
III.3.3- Reporting Requirements.....	16
III.3.4- Site Visit/Audit.....	18
III.3.5- Close-out.....	18
III.3.6- Termination, Suspension, discontinuation.....	19

IV.0- Appendices

IV.1- Glossary	
IV.2- Index	
IV.3- DC Government Citywide Grant Manual and Sourcebook- 2016 Version.	
IV.4- Sample Monthly Reports	
IV.5- Sample Memorandum of Understanding (MOU)	
IV.6- Sample Notice of Funding Availability (NOFA)	
IV.7- Sample Request For Applications (RFA)	
IV.8- Sample Grant Agreement	
IV.9- Sample Grant Award Letter	
IV.10- Incident Report	

I.0- INTRODUCTION AND BACKGROUND

I.1- Introduction

The purpose of this Manual is to provide an overview of the Department of For-Hire Vehicles' (DFHV) grant process from pre-award planning to final close-out. The Manual sets forth DFHV policies and procedures regarding the award and administration of grants. It implements, and supplements guidance and requirements issued by the Executive Office of the Mayor (EOM) through the Mayor's Office on Volunteerism and Partnerships (MOVP) and the Office of Management and Budget (OMB) Circulars.

The Manual also provides an overview of the minimum requirements for the programmatic and financial operations of grants and subgrants awarded by DFHV. It is intended as a resource for DFHV's Managers, Staff, Contractors, Partners, and Grantees. It should be used in conjunction with other DFHV specific directives, instructions, and policy memoranda. In addition to containing applicable policies and procedures, the Manual includes an Appendix containing relevant law, rules, regulations as well as sample forms and certifications.

I.2- Background

DFHV depends on grant funds to provide support for a wide range of programs and transportation services to DC residents. While such funds offer tremendous opportunity, they also represent potential pitfalls. Failure to adhere to the pertinent guidelines could result, in the best case, in loss of future funding and, in the worst case, an obligation to repay grant dollars already expended. This Manual identifies important policies and procedures that DFHV, serving both as grantors and "passthrough entities" (PTEs), should adopt and monitor to ensure that recipients remain in compliance with all applicable statutes and regulations.

Local grants are funded by the District of Columbia Government and are typically governed by the appropriations statute or enabling legislation that authorized or created them. Subgrants, on the other hand, must be obligated and expended by District grantmaking Agencies in accordance with Title 1 DCMR, Chapter 50. Any entity meeting the subgrant recipient criteria will be subject to monitoring by the awarding Agency.

Federal grants are funded by Federal Entities. Pursuant to OMB Super Circular (2 CFR Part 200 Subparts A-F) dated December 26, 2013, where Federal grant funds are involved, District Pass Through Entities must comply with specific statutory and/or regulatory requirements that in turn apply to the pass-through recipients.

DFHV's grant funds are typically local grants, but the agency sometimes serves as a sub grantee for federal grants (for instance, the CFSA First Pilot Education Grant) or for local grants (for instance, Vet rides grants).

II.0- DFHV: A GRANTMAKING AGENCY

The mission of the Department of For-Hire Vehicles (DFHV) is to protect public interest by regulating the vehicle-for-hire industry to allow the citizens and visitors of the District of Columbia to have safe, affordable, and accessible transportation options. DFHV offers grant funding to fulfill the regulatory responsibility to support the economic viability of the vehicle-for-hire industry, and to enhance customer choice. As a Grantmaking Agency, DFHV must follow guidelines of the [Citywide Grant Manual and Sourcebook](#).

II.1- Preliminary requirements for a DC Government Grantmaking Agency:

The City-wide Grants Manual and Sourcebook (2016 version) requires DC Government Grantmaking Agency to comply with the following preliminary requirements:

➤ Grant point of contact and training:

Every Agency with grantmaking authority shall appoint a Grant Officer, Coordinator or Supervisor as the Grants Point of Contact (GPOC) for that Agency's grantmaking activities and forward the name of that person to Mayor's Office on Volunteerism and Partnerships (MOVP). That GPOC shall possess at least the minimum training in the Sourcebook guidelines and qualifications necessary to administer the Agency's program or the Agency shall commit the resources necessary to obtain such knowledge and/experience for its GPOC prior to placing that person in charge of its grantmaking activities.

➤ Agency Procedures:

Each Agency shall have written policies establishing procedures for administering and monitoring grants and subgrants. All written procedures shall be in place before any awards are made by the Agency and shall be available for inspection and review.

➤ Actual and Apparent Conflict of Interest:

The Agency shall ensure that no individual in a decision-making capacity shall engage in any activity, including participation in the selection of a grantee, the administration of an award, or an activity supported by award funds, if he or she as an actual conflict of interest, or if the appearance of a conflict of interest would be involved. A conflict of interest would arise when the individual, any member of the individual's immediate family, the individual's partner; or an organization that employs, or is about to employ, any of the aforementioned, has a financial or personal interest in the firm or organization selected for grants or subgrants.

➤ Records and Disputes:

The Agency shall maintain records sufficient to detail the significant history of each award. Where applicable, these records shall include, but are not limited to, the following: solicitations, evaluation

criteria and materials, rationale for the method of the award, selection of agreement type, grantee selection or rejection, and the basis for the award amount.

Pursuant to D.C. General Records Schedule 3, DFHV shall keep its grant application file records including rejected applications, grant correspondence, and subject records acquired after 1921 for a period up to (5) years. After which the Agency shall submit a request for the disposition of the grant case file records to the authority of D.C. Archives for disposal.

II.2- DHFV GRANT PROGRAM DESCRIPTION:

The Department of For-Hire Vehicles offers several grants to support the economic viability of the vehicle-for-hire industry and to provide residents with affordable transportation services.

- 1- Transport DC Grant:** This grant program offers discounted fares to DC residents, providing an alternative transportation service for DC Metro Access customers. The program provides unrestricted rides for the first 15 days of the month and rides only for employment and medical services during the remainder of the month.
- 2- Education First Pilot Grant:** DC's Child and Family Services Agency (CFSA), the Department of For-Hire Vehicles partnered to provide transportation to and from schools for children in the care and custody of CFSA. DFHV sought Digital Taxicab Solutions (DTS) providers, who have operating authority and certified through DFHV, as candidates for this grant.
- 3- Vet Rides:** Provide a cost-effective, high-quality transportation services to eligible DC Veterans seeking employment & education opportunities & medical services. No out of pocket expenses are charged to eligible veterans.
- 4- Non-Emergency Medical Transportation (NEMT):** Provide a cost-effective transportation service solely for the purpose of providing non-emergency transportation for eligible customers to and from medical appointments. Potential grantee must fulfill specific requirements to get selected as transportation service provider.

Business Transformation Grants (BTG): includes four innovative grants:

- 5- Transportation as a Service (TaaS):** A pilot program to improve transportation equity by treating transportation as a service (TaaS) particularly for underserved communities. TaaS offers a specific transportation service known as Taxi-to-Rail (T2R), a project that will focus on transportation services for DC residents who reside east of the Anacostia River (primarily in Wards 7 & 8) and devise discounted rides to and from metro rail stations.
- 6- Driver Earnings Boost (DEB):** Promote a pathway to the middle class for for-hire vehicle drivers through DFHV's Driver Earnings Boost (DEB) program. The DEB program will provide

financial incentives to drivers who work for a minimum amount of time and receive great feedback from passengers, including measuring the driver's safety record, number of complaints and participation in DFHV pilots. DFHV may consider providing financial incentives to the best drivers to earn a minimum of up to \$25.00 per hour.

7- Green Rides: DFHV is promoting Green Rides by offering incentives as part of the Innovations Grants program. Passengers who ride in participating EV or PHEV taxicabs will receive discounted trips and DFHV will provide a bonus to the driver for completed trips. This program seeks to increase demand for EV or PHEV trips.

8- Improve access to WAV for Persons with Disabilities and Older Adults: Incentivize training and/or certification for all for-hire drivers for assisting and providing excellent service to wheelchair users. Drivers will receive rebates for completing training, receiving certification and central dispatching opportunities.

In determining whether a procurement, a grant or a subgrant is the proper mechanism for DFHV to award funds to a private organization, DFHV shall apply the following criteria:

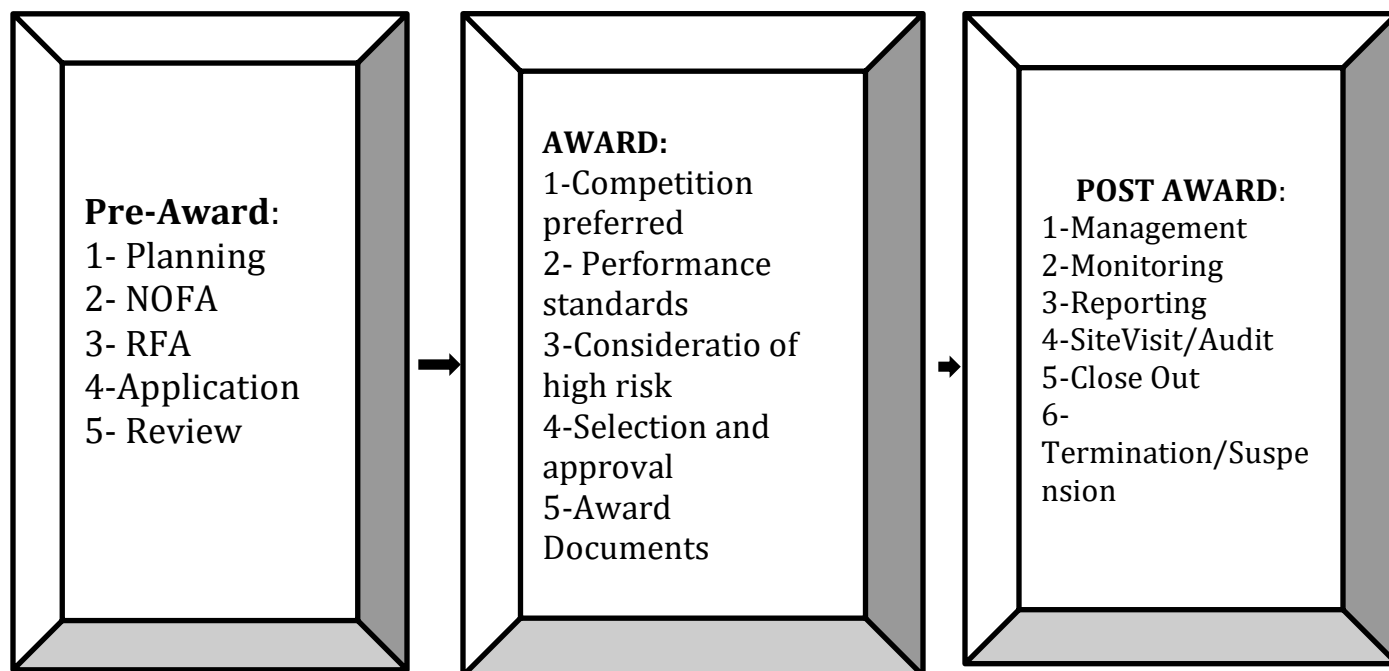
(a) Is there a statute that authorizes the DFHV to support or stimulate the activity of the recipient and authorizes the grant/subgrant?

(b) Is the principal purpose of the relationship the transfer of money, property, services, or anything of value to the subgrantee to accomplish a public purpose of support and stimulation authorized by statute, rather than an acquisition of goods or services for the direct benefit of the District government?

(c) Does the applicant, not the District, define the specific services, the service levels, and the program approach for carrying out the subgrant?

If the answers to (a), (b) and (c) are "yes," a grant or subgrant is appropriate. In all other cases, the "award" shall be deemed a procurement subject to all the requirements applicable to procurements.

III.0- DFHV GRANT PROCESS:



III.1.0- Pre-Award Process

III.1.1- Planning and Project Development Check List

DFHV Grant administrator should:

- Develop project objectives for each grant.
- Clearly defines DFHV's Service Standards for each grant
- Define budget caps and obtain confirmation of grant total amount from Partners and OCFO
- Develop projected monthly spending, define the grant period and estimate administrative costs for each grant (7 to 20% of the grant value)
- Develop a questionnaire and evaluation criteria for each grant application
- Create a Program Page for each grant on Zoomgrants.com
- Develop an incentive grant award process for the use of funds under \$50,000, which is compliant with the legislative purpose allowing DFHV to provide incentive funding.

III.1.2- Preparing a NOFA

Before making a grant or subgrant, DFHV Grant Administrator should prepare and disseminate a Notice of Funding Availability (NOFA) as follows:

(a) The NOFA shall include a brief description of the purpose for which funds are available, criteria for eligible applicants, and the time and location at which the Request for Application (RFA) may be obtained and submitted.

(b) The NOFA shall be forwarded to the Office of the Secretary, Office of Documents and Administrative Issuances, for publication in the D.C. Register *no later than 14 days prior to the release of the RFA*. DFHV may submit the NOFA for publication less than 14 days prior to release when it determines there is good cause to do so. Also, DFHV is required to provide the NOFAs and RFAs to the Mayor's Office on Volunteerism and Partnerships (MOVP) for inclusion in its Grants Information Data System (GIDS), publication in the weekly Funding Alert, and posting on the District's Grants Clearinghouse. Please note that the NOFA must be reviewed by DFHV' legal department before publication. Final copy should be posted on the DFHV's website.

III.1.3- Preparing the RFA:

DFHV Grant Administrator then should prepare the RFA which shall include:

(a) including a definition of the type and range of services or activities that a grantee or subgrantee shall carry out under a grant or subgrant. The RFA shall require the applicant to propose measurable goals, objectives and timeframes, target recipients, and provide a plan of formal evaluation for each specific service proposed by the applicant. Also include a "Purpose of Program" section which specifies the period for which all services will be funded and any special requirements emanating from the authorizing statute, federal grant agreement or regulations.

(b) Where applicable, the criteria for scoring applications including, but not necessarily limited to: justification of the need for grant funds, if desirable; soundness of proposed service delivery plan; adequacy and reasonableness of proposed resources; and, required and demonstrated capability for managing the proposed project.

(c) A reasonable deadline for submitting applications. **Thirty (30) days** is considered reasonable unless circumstances warrant a shorter period. DFHV Director may shorten or extend the time in the RFA within which applicants may submit a response to the RFA. To the extent possible, NOFAs and RFAs should be made available online for easier public access and cost savings.

Specific RFA Provisions can be found at the Section 7.2, page 14 – 17 of the [Citywide Grant Manual and Sourcebook- 2016 Version](#).

III.1.4- Grant Application Process Check List:

Prior to submit a Grant application to DFHV, a grantee should:

- Print and read the RFA to get familiar with the grant specific requirements, the questionnaire and evaluation criteria, application deadline
- Prepare the responses to the questionnaire
- Collect application required documents as indicated in the RFA

Steps to submit a Grant Application to DFHV:

- Follow the DFHV application link provided in the RFA to get into the online application page
- Sign up on Zoomgrants.com by using your first and last name and create a username and password
- Sign in by entering username and related password to get into the DFHV Grant application
- Select the Grant Name to get into the online application form
- Fill out the online form (grantee information, responses to the questionnaire)
- Attach requested documents or any additional documents
- Click on save and submit the application to submit the application to DFHV
- Receive an email notification for all application successfully submitted
- Contact DFHV' Grant administrator via the contact information provided in the RFA for any inquiry.

The District requires all grant applicants to submit the following documents with their online application:

1. Clean Hands Certificate: Compliance status will be checked by DFHV. Only compliant DTS providers at the time of submission will be forwarded to the panel for review.
2. Promises, Certifications, and Assurances: Appendix I must be signed and dated.
3. Insurance Affidavit: Appendix II must be signed and dated.
4. IRS W-9 form. A completed IRS (2017) form W-9.

III.1.5- Review Panels and Panelists

DFHV shall establish a review panel to review applications and make recommendations for award(s) as follows:

- (a) Review panelists shall be appointed by the Agency before or after the NOFA has been published and the RFA released. The panel shall be comprised of a minimum of three individuals with knowledge and expertise in the objectives of the grant and RFA, as well as in the administrative requirements. DFHV shall avoid even the appearance of a conflict of interest in appointing people to their review panels. The external review panel shall score the applications and make recommendations on which

applications should be funded. Final decisions on awards and amounts shall be made by the Director of DFHV or, as appropriate, the Agency's governing board or commission.

(b) Panelists shall sign affidavits certifying that they have no personal or vested interest in the organizations that submitted applications in response to the RFA. Affidavit forms may be obtained from appropriate Agency personnel. DFHV is encouraged to develop a registry to use for recruiting review panelists in a manner consistent with this section.

(c) DFHV panelists are not compensated for time served on a panel.

(d) DFHV shall ensure that the review panelists have the information needed to serve on a panel. The Agency shall convene a meeting of the panelists prior to the review activities and instruct them on the goals and objectives of the grant and the RFA, the scoring criteria and instruments, and the timeframe for completion of the panel's work.

(e) After a review panel has completed its work, DFHV shall evaluate each panelist's performance and keep evaluations on file for a period of three years after the close-out of the grant or subgrant awarded by that panel. All materials received by the agency or a panel member from any applicant shall be protected, treated as confidential, and used only for purposes of evaluating the applicant's proposal.

III.2.0- THE AWARD PROCESS

III.2.1- Competition Preferred

DFHV must conduct the grantmaking award processes in a manner that provides full and open competition. To achieve this, DFHV should avoid actions and practices that limit competition including, but not limited to:

- Placing unreasonable requirements on firms or organizations for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Relying on firms and organizations that have noncompetitive pricing practices;
- Making noncompetitive awards to consultants that are on retainer contracts;
- Making grants in the presence of organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal product" to be offered;
- Placing overly restrictive specification on the solicitation; and
- Acting arbitrarily in the grantmaking process

Pursuant to D.C. Code § 1-328.13, the DC Government established the following requirements for Agencies awarding locally appropriated funded grants effective October 22, 2015.

Any grant of \$50,000 or more that is made pursuant to an authority described in D.C. Code § 1-328.12 shall be awarded on a competitive basis and solely for the purpose or purposes identified in the statute

establishing the grantmaking or grant-issuing authority, unless a non-District entity that provides funds to the District to award as grants has rules or requirements that prohibit or otherwise limit competition.

Grant funds awarded as the result of a grant competition must be subject to competition each successive grant term unless the following occur:

(a) **Continuation or Extension Grant**—the funds are awarded as part of a continuation or Extension of the original grant. A continuation grant provides additional funding for budget periods after the initial budget period. Receipt of a continuation grant is usually based on availability of funds, project performance, and compliance with progress and financial reporting requirements.

(b) **No Cost Extension Grant**—the funds are awarded as part of a No Cost Extension grant. The no cost extension grant is used to request the completion of activities of the grant in the final year of the project period. It does not authorize additional spending on any new activities beyond the purposes consistent with the original award and are one-time extensions of the expiration date up to 12 months. The request is submitted at least 10 days before the expiration date of the specific award. Please see OMB 2CFR 200.343 for more details;

(c) The terms of the grant allow the Agency to add or modify grant awards; or

(d) The original award document specially allows otherwise.

The exceptions to making competitive awards are as follows:

(a) **Sole Source**—An Agency may make an award on a sole source basis in appropriate circumstances. These circumstances include, but are not limited to, situations where:

- (1) the authorization for the award designates the grantee,
- (2) the applicable law defines eligibility in such a way that there is only one eligible applicant,
- (3) there is a recognized coalition of service providers through which the broadest community participation may be obtained in serving the targeted clientele, or
- (4) when the services required by the Agency are available from only one source and no other type of services will satisfy Agency requirements

(b) **Unsolicited Proposal**—DFHV may make an award in response to an unsolicited proposal if:

- (1) the Agency has unobligated funds remaining from the grant due to unusual and unanticipated factors,
- (2) the applicant has a program or project that clearly furthers the purpose of the grant,
- (3) the proposal reflects proprietary skills or technology that are limited in availability, and
- (4) the applicant brings to the total grant program matching resources (cash or in-kind) equivalent to the match assistance required, if any.

If DFHV determines, for good cause shown, to make an excepted award pursuant to this section, it shall do so in a manner consistent with Section 8.6 of the [Citywide Grant Manual and Sourcebook- 2016 Version.](#)

(C) **Incentive Awards**—Are awards valued at less than \$50,000 and do not involve the use of any federal funds. DFHV may make an incentive award that is clearly contemplated by the legislation or Agreement that provides the grant funds. The DFHV Director or his/her designee shall make decisions on award and amount for incentive awards. But the awards remain subject to all other provisions, particularly those regarding award documentation requirements, as well as financial and programmatic reporting and monitoring. No subsequent modifications to an incentive award shall be made that singly or in aggregate increase expenditures to exceed \$50,000 during a 12-month period, without the grant going through a competitive award process.

III.2.2- Performance Standards

Awards are to be made to organizations possessing the demonstrated ability to perform successfully under the terms and conditions of a proposed grant or subgrant. When comparable, fundable proposals have been received from two applicants for a grant or subgrant and one applicant has been designated “high-risk” by an Agency, the award should be made to the applicant that has demonstrated the ability to perform but has the lowest risk assessment, unless other factors identified in the RFA permit a contrary result.

Determinations of demonstrated performance shall be in writing and take into consideration such matters as whether the organization has:

- Adequate financial resources or the ability to obtain them;
- The ability to meet the program design specifications at a reasonable and competitive cost, as well as the ability to meet performance goals;
- A satisfactory record of past performance in the grant or subgrant subject area, including demonstrated quality of service delivery;
- Documentation that the grantee has the legal status (i.e. business license, nonprofit incorporation, etc.) to conduct business within the District of Columbia;
- A satisfactory record of integrity, business ethics, and fiscal accountability;
- The necessary organization, experience, accounting and operational controls and the technical skills to perform the work.

III.2. 3- Consideration of High-Risk Applicants:

A grantee shall be considered “high-risk” if the DFHV determines that the grantee or recipient is otherwise responsible but:

- Has been designated “high risk” by the Federal, State or other entity providing the grant;

- Has a history of unsatisfactory performance;
- Is not financially stable;
- Has a management system which does not meet the management standards set forth in this part;
or
- Has not conformed to terms and conditions of a previous award.

If, after the RFA process is complete, DFHV determines that an award will be made to a high-risk grantee or recipient, because the applicant can deliver services in a geographic area, then special funding restrictions that address the high-risk status may be included in the award. Funding restrictions may include, but are not necessarily limited to:

- Payment on a reimbursement basis and or the required advance posting of a security bond;
- Requiring additional and/or more detailed financial or performance reports;
- Additional monitoring;
- Requiring the grantee or recipient to obtain specific technical or management assistance; and
- Establishing additional prior approvals.

If the DFHV decides to impose such funding restrictions, the Agency will notify the grantee as early as possible, in writing, of:

- The nature of the funding restrictions;
- The reason(s) for imposing them;
- The corrective actions which must be taken before the restrictions will be removed and the time allowed for completing the corrective actions; and
- The method of requesting reconsideration of the restrictions imposed.

DFHV shall internally evaluate and score any sole source or unsolicited proposal using the same criteria that would have been applied to a competitive solicitation. DFHV shall prepare a written “sole source justification” memorandum signed by the Director of the Agency explaining the circumstances that justified the absence of competition and maintain in the Agency’s file.

III.2.4- Selection and Approval Procedure

DFHV shall decide who shall be awarded a grant or subgrant in accordance with the following:

(a) After the grant or subgrant officer has received the evaluations and records of the review panel, the DFHV Director or his/her designee shall make decisions on award and amount of each grant or subgrant, subject to the advice of any advisory body required by law or regulation for the funding grant.

(b) If the DFHV Director or his/her designee decides not to follow the review panel’s recommendation, the Director or his/her designee shall provide a written justification in the grant records. Such justification shall include a strong rationale supported by documentation for the decision to not follow the review panel’s recommendation.

III.2.5- Award Documentation Requirements:

- Non-Selection Notification Letter

Before DFHV issues the award documents to successful applicants, it shall notify in writing each applicant whose application was not selected for award. This notification may include copies of the reviewers' evaluation and comments, but without identification of the reviewer. The DFHV Director has the discretion to review any claims against the process; however, he or she shall have the final decision on any change to the original funding decision.

- The Award Letter:

that contains the total amount awarded, the terms and conditions that apply to the award, any special conditions and performance standards that may apply, any available forms for reporting programmatic and financial activities and to request funds and any conditions for amendment and/or termination of the grant or subgrant.

- The Grant Agreement:

contains, but may not necessarily be limited to, the following information:

- Name, address, cell and office telephone number, and email address of the granting Agency's point of contact;
- Grant or subgrant number assigned by the granting Agency;
- Beginning and ending dates of the award;
- Name, title, address and telephone number of the official point of contact for the grantee;
- Grantee's Tax ID or EIN number;
- Amount of the funds awarded and the amount of any financial or in-kind matching resources, if any, that the grantee must contribute;
- Signature lines for the authorized representatives from the Agency and grantee; and

The terms and conditions shall contain, but not be limited to, the following items:

- A statement that the award is being made from federal grant funds awarded to the Agency, if applicable;
- Citations to the statute and implementing regulations that authorize the award; ♣ The grant's CFDA number, if applicable; and

- All applicable federal and District regulations, such as OMB Circulars A-21, A102, A-110, A121 and A-133 and/or 1 DCMR 50 (46 DCR 4517,4524 dated 5/21/1999);
- Payment provisions identifying how the grantee will be paid for performing under the award;
- Reporting requirements, including programmatic, financial and any special reports required by the Agency; and
- Compliance issues and conditions that must be met by the grantee. 4 Note that subgrants are not covered by the District’s Quick Pay Act, D.C. Official Code 2-221 et. seq.
- Deliverables, deliverable dates, reporting requirements, and the basis for payment.
- A statement that the District reserves all rights to use any remedy available in law or regulation for the non-compliance with the grant agreement. The Agency shall establish the official records of awarded grants or subgrants. The Agency shall incorporate into its award files and retain the records of all awarded applications and subsequent reports for the period required by federal and District guidelines for grant records.

III.3.0- DFHV Post-Award Responsibilities

III.3.1- Grant Management

DFHV, in accordance with the minimum requirements established in the [Citywide Grant Manual and Sourcebook](#), shall prescribe and implement grant or sub granting procedures by written policy or, where applicable, formal rulemaking, to ensure fiscal accountability and prevent waste, fraud, and abuse in program administration.

DFHV shall conduct and document oversight to ensure compliance with the District’s or the original Grantor’s award requirements. It shall maintain an administrative and monitoring system that ensures that all grantees perform in accordance with the terms, conditions, and specifications of their grants or subgrants. The system should include a minimum of two monitoring activities per year to check for fiscal and programmatic compliance including at least one site visit.

III.3.2- Monitoring Program performance

DFHV’s monitoring activities involve observation, interviews, collecting data and reviewing reports, documents, site visits and any other appropriate activity. Monitoring efforts are designed to determine generally the grantee’s level of compliance with District requirements and/or Federal requirements, and identify specifically whether the grantee’s operational, financial and management systems and practices are adequate to account for program funds in accordance with Federal and/or District requirements.

Monitoring personnel should have duties that are separate from program and fiscal management, technical assistance or any other function related directly to grant administration. This separation of duties allows for the independence and objectivity of the monitoring staff. DFHV, as a grantmaking Agency is required to develop a plan to address its monitoring needs. That plan should:

- (1) identify the priority of all grantees to be monitored;
- (2) determine the relative depth of review and frequency for each grantee; and,
- (3) describe the process and criteria used to select and prioritize the sub-recipients for monitoring purposes.

Every grantee must be appropriately monitored. The Agency may employ one or more risk assessment tool(s) to assist in determining the priority of grantees to be reviewed, the level of monitoring to be performed and the frequency thereof. Such tools should be able to evaluate, at a minimum, factors like program effectiveness, personnel, operating systems, internal controls, Agencies may make use of other information in determining how frequently and extensively to monitor a grantee. For example, Agencies may use historical or anecdotal information in assessing a grantee's risk level and, thereby, the required frequency and extent of any monitoring. Based on the results of the risk assessment, an Agency will classify each grantee as "low-risk", "medium-risk" or "high-risk". Such classification shall then determine how extensively a grantee is monitored, how often and which financial reporting requirement shall apply to that grant award as set forth below.

III.3.3- Reporting Requirements

III.3.3.1- Reporting Requirements for Grantees:

During the course of a grant, DFHV requires a number of reports and information from Grantees to:

- 1) ensure that the grantee is properly using grant funds and making progress in carrying out its duties,
- 2) track trip data, making spending (budget) projections reports and meet monthly reporting requirements, and
- 3) Report outcomes per grant agreement specified within the scope of work or defined by the Agency.

➤ Daily Trip Count sheet

Grantee must complete a daily trip count sheet to provide DFHV on a daily base with total number of trips completed per day, number of trips transferred, number of no-show trips, and others information as requested by DFHV. Daily Trip Count Sheet must be updated each day via Google docs.

➤ Monthly Trip Log and Invoice:

Grantee must complete a monthly trip log/invoice to report all the trips completed during the month. Monthly Trip Log must follow the format recommended by DFHV.

Grantee must validate the monthly trip log via Event Hub and send the validation confirmation and the monthly trip log to DFHV before the 10th of each month.

➤ **Monthly Report/ Incident Report**

Grantee must fill out a monthly standard report /incident report to report accidents, unusual incidents, or other matters of a sensitive nature. Grantee should also list the actions taken to solve the incidents reported. This report is due by the 5th of each month.

III.3.3.2- Reporting Requirements for DFHV:

➤ **Daily Trip count spending sheet:**

DFHV must complete a daily trip count spending sheet to track and control the spending on a daily base. Daily Trip Count Spending Sheet must be updated for each grant on a daily base via Microsoft One Drive.

➤ **Consolidated Monthly data Reports:**

DFHV must generate a Monthly consolidated report for each grant before the 15th of each month. Monthly Grant Reports can be sent to EOM, and others partners such as DOT, WMATA, MOVA, CFSA, OCFO, EOM, stakeholders and general public or upon request.

III.3.4- Site Visit and Audit:

DFHV has the right at all reasonable times to make site visits to review program accomplishments and grantee administration and management of the grant with or without prior notification to grantees. Grantees and their subcontractors shall provide reasonable facilities and assistance for DFHV representatives at any such site visit. Upon request or at such site visits, DFHV shall have access to all records relating to the grant and to any employee or contractor paid under the grant. Grantee will be required to make available upon request for at least 3 years after the end of the grant period, files and records that will assist the District in assessing compliance with the grant agreement.

DFHV shall issue a site visit report following a formal site visit, making findings and recommendations and requesting corrective action, as necessary. Upon consideration of the grantee's response, or at any time if circumstances warrant it, DFHV may take further action to ensure that the terms of the grant and applicable federal and DC laws and regulations and DFHV policies are carried out and that the interests of the government and the clients served under the grant are protected.

DFHV, through its officials or subcontractors, may conduct periodic audits of a grantee for any grant year for which grant records are required to be retained. The grantee shall fully remedy any deficiencies

noted in an audit conducted by the District or DFHV within 60 days after the receipt of an audit report by the grantee. DFHV may refer the results of its site visits or audits to the DC Inspector General, DC Attorney General or federal officials for further action if appropriate.

III.3.5- Grant Close-out

Grant closeout is the process by which DFHV determines that all applicable administrative actions and all required work of the grant have been completed. Close-out is initiated on the date that all work under the grant is completed or on the last approved budget expiration date.

1. The final financial report must include a current accounting of any property or equipment funded with grant funds, identifying any item to which DFHV retains title.
2. The final performance report should contain a summary of the project's success in meeting the goals, objectives and performance measures in implementing the grant.

III.3.6- Suspension, Discontinuation, and Termination

DFHV may suspend, discontinue, or terminate a grant, in whole or in part if:

- The grantee has materially failed to comply with the terms and conditions of the grant or carry out the objectives of the grant;
- DFHV has other reasonable cause, including but not limited to protecting the interest of the participants served under the grant or of the government;
- DFHV learns of serious misconduct affecting the ability of the grantee to carry out the grant; or DFHV has reason to believe that the grantee is unable to carry out its responsibilities under the grant;
- DFHV and the grantee mutually agree, (but if the parties cannot agree, DFHV reserves the right to act unilaterally to suspend or terminate the grant) or
- The grantee makes a written request to DFHV, setting forth the reasons for such action, the effective date, and the portion of the grant to be suspended or terminated, and the request is approved by the DFHV. It is within the discretion of DFHV to determine which action to take: a suspension, discontinuation, partial termination or total termination of the grant.

Normally, action by DFHV to suspend or terminate a grant will be taken only after DFHV has notified the grantee of the deficiency, provided the grantee an opportunity to correct it, and informed the grantee of the proposed action to suspend or terminate the grant. However, DFHV may immediately suspend or

terminate a grant without notice or advance opportunity to correct, when it believes such action is reasonable to protect the interests of the government. The grantee may not incur new obligations on and after the effective date of the suspension or termination under the affected portion of the grant. The final decision to suspend, discontinue or terminate a grant is made by the Director of DFHV *and is not subject to appeal*. A decision by DFHV to reduce the amount of grant funds in the Grant Agreement is not a suspension, discontinuation or termination as used in this section.

III.3.7- DFHV's Procedures to Suspend, Discontinue or Terminate a Grant

III.3.7.1- Notice and Opportunity to Correct Deficiency:

If DFHV determines that the grantee has failed to comply with one or more terms and conditions of the grant or that there is other cause to warrant suspension, discontinuation, or termination, it will notify the grantee in writing of the deficiency and include notice that failure to correct the deficiency may result in suspension, discontinuation, or termination of the grant. DFHV may include a suspension, discontinuation or termination individually or jointly in the notice. The grantee will be requested to respond to the notice within 14 calendar days from the date of the letter, describing what action it has taken or plans to take to correct the deficiency. If the grantee fails to respond adequately within the 14-day period, DFHV may proceed with the suspension, discontinuation, or termination, and the suspension or termination will be in effect as of the date set in the original notice.

After considering the grantee's response, DFHV may delay further action, accept the proposed plan of correction, require a modified plan of correction, or proceed with the proposed suspension, discontinuation or termination. If DFHV determines to proceed with the suspension, discontinuation or termination after considering the grantee's response, it will send a new notice to the grantee setting forth the terms of the suspension, discontinuation or termination and its effective date.

III.3.7.2- Suspension Duration

DFHV sets the duration of the suspension taking into account the nature and severity of the deficiency and the time needed for the grantee to come into compliance. DFHV may condition the suspension period on the achievement of certain corrective actions.

If the corrective action remains incomplete, DFHV, in its discretion, may extend the period of suspension, discontinue funding the grant if the period of suspension coincides with the end of the grant period, or decide to terminate the grant during the suspension period.

During the suspension, the grantee may not incur new obligations in connection with the grant or the portion of the grant suspended without written authorization from DFHV. When the corrective action is completed to the satisfaction of DFHV, it will notify the grantee in writing that the suspension is lifted.

If the deficiency is not corrected to the satisfaction of DFHV, DFHV may issue a notice of discontinuation or termination, setting forth the terms of the action and its effective date.

III.3.7.3- Emergency Determination:

If DFHV determines that it must suspend, discontinue, or terminate the grant without advance notice to protect the interests of the government, it will notify the grantee in writing of the action, without providing the notice and opportunity to respond described in Paragraph above. Circumstances that may trigger an emergency determination to suspend or terminate without notice and opportunity to respond include but are not limited to when:

- DFHV determines that a serious risk of substantial injury to or loss of project funds or property exists;
- A violation of a federal, state or local criminal statute exists; or
- The nature and severity of the deficiency require immediate action to protect the beneficiaries of the grant or the government's interests.

III.3.7.4- Termination by Agreement

Circumstances may arise where either DFHV or the grantee wish to terminate a project. When both parties agree that continuation of the project would not produce the desired objectives or have other reasons for ending all or part of the grant, the grant may be terminated by mutual agreement.

If the grantee wishes to terminate the project, it should notify DFHV in writing *at least 60 days in advance of the proposed termination* to allow DFHV to make appropriate arrangements to replace the grantee and continue services without interruption. Normally, grantees should have conversations about the proposed termination with DFHV staff before sending the formal notice. The notice from the grantee should state the reasons for the termination, what steps it proposes to take to ensure continuity of services to its clients, how it will affect an orderly closeout and transition with any substitute grantees and the process and time-frame for notifying clients and grantee staff. DFHV may accept, modify or reject the terms of the proposed termination. When termination is mutually agreed upon, DFHV may terminate a grant by sending a notice to the grantee setting forth the terms and effective date of the termination.

IV.0- Appendices

IV.1- Glossary of Terms :

Administrative Action

Post award administrative request to modify the conditions of the original grant.

Administrative Cost

All direct and indirect costs associated with the management of grant programs. They are often capped by the grantor at a certain percentage of the grant.

Application Package

A group of specific forms and documents for a specific funding opportunity which are used to apply for a grant.

Award

Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements in the form of money or property in lieu of money, by District agency to an eligible recipient. The term does not include: technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and contracts which are required to be entered into and administered under the OCP procurement regulations.

Catalog of Federal Domestic Assistance (CFDA)

An online database of all federal programs available to state and local governments, federally-recognized Indian tribal governments, territories and possessions of the United States, domestic public, quasi-public, and private profit and nonprofit organizations and institutions, specialized groups, and individuals.

Catalog of Federal Domestic Assistance (CFDA) Number

The identifying number that a federal program is assigned in the Catalog of Federal Domestic Assistance (CFDA).

Closeout

Process by which the awarding DFHV determines that all applicable administrative actions and all required work of the award have been completed by the recipient and the awarding agency.

Continuation Grant

A continuation grant provides additional funding for budget periods subsequent to the initial budget period.

Date of Completion

The date on which all work under an award is completed or the date on the award document, or any supplement or amendment thereto, on which awarding agency sponsorship ends.

Grant

Those funds obtained by the District of Columbia, by and through any Agency, office or instrumentality of the District of Columbia, for the funding a public purpose, which funds are obtained pursuant to (i) any federal program administered by a federal agency pursuant to an authorizing statute and implementing regulations, or (ii) a grant agreement duly executed by any private entity or person and the District of Columbia.

Grant Agreement

A legal instrument for the transfer of funds from the funder to the grantee and which sets forth the terms and conditions of the award.

Grant Award Notification (GAN)

An official document signed by a program official who is authorized to obligate the agency financial matters. The GAN states the amount, terms, and conditions of award for a discretionary grant or cooperative agreement.

Indirect Costs

Are those facilities and administrative costs incurred for a common or joint purpose and therefore cannot be identified readily and specifically with a particular sponsored project or instructional activity or other institutional activity (“direct costs”).

Intra-District

An agreement between two District Agencies whereby one Agency (the “seller”) provides services to another (the “buyer”), as formalized in a Memorandum of Understanding between the Agencies.

Mandatory Forms

Mandatory forms are the forms that are required for the application.

Notice of Funding Availability (NOFA)

A publicly available document by which a District agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds.

Outcomes

Results of a program, services, or products provided and refer to changes in knowledge, attitude, or behavior that is expected to occur as a result of implementing a project or program, service or activity.

Partnership

Partnerships involve similar organizations that help each other meet their respective goals, with making substantial changes in the services they provide.

Project Period

The period established in the award document during which awarding agency sponsorship begins and ends.

Recipient

An organization receiving financial assistance directly from DFHV to carry out a project or program.

Request for Applications (RFA)

The document that describes the requirements for subgrant applications.

Review Panel

A team of qualified individuals responsible for reviewing, scoring and recommending applicants for grant or subgrant awards.

Subgrant

The award of federal or private grant funds by a District Agency to a private (nonprofit or for-profit) subrecipient organization to accomplish the same public purpose as defined by the law or grant specifications that authorize the original grant.

Subrecipient or Subgrantee

The legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided.

Suspension A post-award action by DFHV that temporarily withdraws the agency's financial assistance sponsorship under an award, pending corrective action by the recipient or pending a decision to terminate the award.

Termination

The cancellation of DFHV's sponsorship, in whole or in part, under an agreement at any time prior to the date of completion.

IV.2- Index

AWS – Amazon Web Service

BTG– Business Transformation Grant

CFSA – Child and Family Service Agency

DCMR—DC Municipal Regulations

DEB – Driver Earnings Boost

DFHV– Department of For-Hired Vehicles

DTS -- Digital Taxicab Solution

EIN--- Employee Identification Number

EV – Electric Vehicles

MOVA – Mayor’s Office of Veteran Affairs

MOVP – Mayor’s Office of Volunteerism and Partnerships

NOFA – Notice of Funding Availability

OCFO – Office of Chief Financial Officer

OMB – U.S. Office of Management and Budget

OPGS – Office of Partnership and Grant Services

PO – Purchase Order

RFA – Request For Applications

TAAS – Transportation As A Service

TDC – Transport DC

T2R – Taxi-to-Rail

WAV – Wheelchair Accessible Vehicles

IV.3- DC Government [Citywide Grant Manual and Sourcebook- 2016 Version.](#)

IV.4- Sample Grant Monthly Report

MONTHLY PERFORMANCE NARRATIVE

To capture grantee learning and achievement, the DC Department of For-Hire Vehicles (DFHV) Program expects grantees to report on the progress made in meeting the goals and objectives of their grants. These reports are the primary mechanisms through which DFHV can better understand the significant innovations and successes resulting from your grant, the challenges you have encountered and strategies for resolution, and technical assistance needs to ensure the successful implementation of your project. This guide is designed to provide DFHV grantees with general information on what to report, the format for the monthly performance report, and the reporting due dates. Please note DFHV may ask that additional information be collected and reported as technical assistance efforts take shape or as on-site visits occur in order to facilitate sharing of best practices, lessons learned and quality improvements.

Instructions: Email monthly performance narrative to the Grant Administrator xxxxxx at xxxxxxxx@dc.gov. The reports are due on the 5th of each month. Please feel free to add rows to the reporting section template, as needed. Instructions for the performance report and submission procedures appear at the end of this template.

A. Key Issues and Technical Assistance Needs

Highlight specific challenges and needs facing your grant and any action taken (for example attempted collaboration with partners, etc.). For outstanding challenges and needs from previous months re-list the issues and recommendations, and add actions taken, etc.

Challenges/Needs	Action Taken

B. Best Practices and Lessons Learned

Describe any practices that your organization engages in that could be useful for DFHV and other partners to know about.

Practice Area	Description of Practice

C. Injury or Incidents

Were there any injury incidents? If so, please complete the injury/incident report for DFHV files

D. Success Stories

Describe any practices that your organization engages in that could be useful for DFHV and other partners to know about.

Performance Narrative Guidelines

- A. **Key Issues and Technical Assistance Needs** - Summarize any significant issues or problems encountered this month and resolution of previous issues and challenges identified in previous months. Describe any actions taken or plans for addressing issues, any questions you have, and technical assistance needs.
- B. **Best Practices and Lessons Learned** - Please describe in detail promising approaches, innovative processes, and lessons learned in this section each month, as appropriate. This section is intended to provide additional, more in-depth information than the summary section about promising approaches, new processes, and/or lessons learned.
- C. **Injury or Incident Report** - Provide information on any injury or incident that took place during a trip for DC Transport. Complete the DFHV incident/injury report.
- D. **Success Stories:** *Include any success stories you may have about a passenger/driver etc.*

IV. 5- Sample MOU:

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF FOR-HIRE VEHICLES
AND
XXXXX DC AGENCY OR BUSINESS - SAMPLE**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the XX DC Department ("XXX") and the Department of For-Hire Vehicles ("DFHV"), collectively referred to herein as the "Parties".

II. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 (k) and any other authority under the Parties' programs.

III. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

WHEREAS, XXXX was established to preserve life and promote health and safety XXXX.

WHEREAS, DFHV is charged with the continuance, further development, and improvement of the vehicle-for-hire industry within the District and is specifically responsible for establishing policies to improve and expand services to persons with disabilities, and promoting a more livable city; and,

WHEREAS, the Parties have agreed to participate in the creation and implementation of the (Agency's Name) Pilot Program ("entitled") to provide transportation for eligible (describe customers here XXXXXXXX), residents residing in the District of Columbia.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF (First Party/Agency – Scope of Work)

XXXX shall:

1. Provide DFHV an amount up to \$XXXXX.XX in funds as provided by Section V.B.1. for Program services in accordance with this MOU.
 - a. The currently negotiated grant trip rate would be meter rate, or a total of \$XXX.XX and
 - b. DFHV's administrative cost is 20%, or \$XX,XXX.
2. Complete all forms and take other actions, as necessary, to facilitate the transfer of funds referenced in Section IV.A.1.

3. Provide the list of eligible providers (i.e.: the scope of work, timelines, products needed, etc.).
4. Provide a list of eligible (i.e.: list out the scope of information needed for: customers, facilities, or addresses).
5. Review reports provided by DFHV upon request which may include, but are not limited to, trip reports, financial projections, and individual provider usage of the program.
6. Provide any information requested by the DFHV associated with and to carry on the purposes of this MOU.
7. Participate with DFHV in monitoring and evaluating the transportation outcomes of the pilot to determine whether Program objectives are being met and to ensure that Program participants are utilizing the “Program” for the objectives of attend.
8. Reserve the right to pause service delivery, with reasonable notice to DFHV, if any of these MOU’s terms or conditions are not fulfilled, or should circumstances arise that cause need for further analysis.

B. RESPONSIBILITIES OF DFHV (Scope of Work)

DFHV shall:

1. Execute agreements with participating taxicab companies which shall contain the following requirements:
 - a. The taxicab company shall provide one (1) driver to each vehicle when transporting clients under the “Program” and ensure the customer arrives at his/her destination safely.
 - b. The taxicab company shall provide services 24 hours a day, 7 days a week and restricted by (Responsible Part #1) (list out providers, product, etc. here) within the District of Columbia.
 - c. Taxicab company shall identify top five (5) riders per month and provide DFHV with a list of those riders in a timely fashion.
2. Use the funds referenced in Section IV.A.1 for the sole purpose of (i.e.: providing the service of taxicab trips to eligible providers on the eligibility list provided by XXX and referred by XXX) to DFHV for transportation services consistent with this MOU.
3. Provide to XXX, a bi-monthly evaluation of the Program specifically including documentation verifying eligible trips made, provider names, individual and aggregate actual trip costs, trip dates, locations, and times.

4. Oversee taxicab companies' participation in the "Program" and full compliance with the "Program" requirements, including, but not limited to the requirements listed in Section IV.B.1. and the timely completion of trips, to ensure the "Program" is implemented in accordance with the "Program's" objectives and all governing laws and regulations.
5. Manage the grant process and certification of taxicab companies to participate in the pilot program.
6. Communicate with (Agency), as needed, to discuss the Program status, service issues, and Program expenditures to date.
7. Reserve the right to pause service delivery if any of these MOU's terms or conditions are not fulfilled or should circumstances arise that cause need for further analysis.

V. FUNDING PROVISIONS

A. TRANSFER OF FUNDS

Total funds to be transferred to DFHV in Fiscal Year XXX under this MOU are \$XXXX for the XXXX Pilot Program.

B. PAYMENTS BY (Agency) TO DFHV

1. Payment for the goods and/or services shall be made through a one-time Intra- District advance by XXXX to DFHV based on the total amount of this MOU.
2. Advances to DFHV for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU \$XXXXXX.
3. DFHV shall receive the advance and bill (Agency) through the Intra-District process only for those operational cost, goods and/or services actually provided pursuant to the terms of this MOU. DFHV shall notify (Agency) within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advanced funds will not be billed during the current fiscal year. DFHV shall return any excess advance to (Agency) no later than October 20, 20XX.

C. ANTI-DEFICIENCY CONSIDERATION

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VI. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from the date that this MOU is signed through September 30th, 20XX unless terminated in writing by the Parties prior to the expiration.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum ninety-day extension with the signed consent of both Parties. The exercise of an option to extend is contingent on (Agency's) availability of funds at the time of the exercise of the option.

VII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement of the Parties consistent with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

IX. DEFAULT AND TERMINATION

Material failure, to include substandard performance, by (Agency), DFHV, or their agents, to comply fully with the terms and conditions of this MOU or any other agreements executed as part of, related to, or as a direct consequence of this MOU, as such material failure is determined by (Agency) or DFHV, shall constitute a default hereunder. If a default is not cured or remedied within seven (7) days of written notice to the other Party, such default shall result in the suspension of services provided under this MOU and/or any further disbursement of remaining (Agency) funds. Either Party may terminate this MOU in whole or in part by giving fourteen (14) calendar days advance written notice to the other Party.

X. NOTICE

The following individuals are the contact point for each Party under this MOU:

Point of Contact
Title, Department of For-Hire Vehicles
2235 Shannon Pl., SE, Suite 3001, Washington, DC 20020
Direct:
Email:

(AGENCY's DIRECTOR or Designee)
First and Last Name POC
Title
Address
Washington, DC 20009
Phone: 202-XXX-XXXX
E-mail: XXXXXX

XI. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, as amended by the Procurement Integrity, Transparency, and Accountability Act of 2015, effective October 8, 2016 (Law 21-158, D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

XII. RESOLUTION OF DISPUTES

The Director of (Agency) and the Director of DFHV ("the Directors") or their designees shall resolve all adjustments and disputes resulting from goods or services provided under this MOU. In the event the Directors are unable to resolve a financial issue; the matter shall be referred to the D.C. Office of Financial Operations and Systems.

XIII. CONFIDENTIALITY AND PRIVACY COMPLIANCE

The Parties to this MOU shall comply with all federal and District statutes, regulations, and policies regarding the confidentiality of protected information by using, restricting, safeguarding and disposing of all information related to services provided by this MOU, including names and social security numbers. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DFHV and (Agency).

XIV. STANDARD CLAUSES

A. NON-DISCRIMINATION AND SEXUAL HARASSMENT MANDATES

The Parties shall abide by the provisions of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat 394; 29 U.S.C. § 794); the Americans With Disabilities Act (104 Stat 327; 42 U.S.C. §§ 12103 *et seq.*), the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. § § 6101 *et seq.*); with all other federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public; and with the DC Human Rights Act of 1977, as amended, DC Official Code Section 2-1401.01 *et seq.* Nothing in the advertising for employees shall be done which prevents those covered by these laws from qualifying for employment.

The Parties shall abide by the District of Columbia Human Rights Act including its prohibitions on sexual harassment, consistent with § 4 DCMR 1100 et seq. The Parties acknowledges that the Mayor's Order 2017-313 applies to third parties doing business District, including grantees, and that while carrying out their duties as a grantee of the District of Columbia, the Parties, or Grantee shall not engage in or allow sexual harassment in the workplace.

B. SEVERANCE OF TERMS AND COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all applicable laws, regulations, and rules. This MOU is subject to all laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this MOU. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this MOU.

C. CAPTIONS

The headings throughout this MOU are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this MOU.

D. FULL AGREEMENT AND MERGER

The terms and conditions of this MOU constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOU unless the Parties consent to vary or alter any provision of this MOU in writing.

E. COUNTERPARTS

This MOU may be signed in one or more identical counterparts, whether transmitted by telecopier or otherwise. Each such counterpart shall be deemed an original for purposes of this MOU. This MOU may be executed by the Parties in counterparts, which taken together shall constitute one written agreement by and between the Parties. The date upon which the last Party executes this MOU shall be the effective date of this MOU.

F. ASSIGNMENT

No transfer or assignment of this MOU, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless consent for such transfer or assignment is first approved in writing by the Parties.

G. GOVERNING LAW

This MOU shall be governed by the laws of the District of Columbia.

XV. JOINTLY DRAFTED

This MOU shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party on that basis.

XVI. AUTHORITY TO EXECUTE

Each of the undersigned individuals represent and warrant the express and due authorization to execute this MOU and to legally bind each Party as set forth in thus MOU.

IN WITNESS WHEREOF, the Parties hereto have signed this MOU as of the day and year identified below.

For the Department of For-Hire Vehicles

NAME OF DIRECTOR
DFHV Director

(Date)

For the Office of (Agency)

NAME OF DIRECTOR (AGENCY)
(Title)

(Date)

IV.6- Sample NOFA:

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of For-Hire Vehicles**



**NOTICE OF FUNDING AVAILABILITY (NOFA)
Transport DC's Pooled Rides Beta Pilot**

The Government of the District of Columbia, Department of For-Hire Vehicles (DFHV), is announcing funding for the Transport DC's Pooled Rides Beta Pilot. Funding available under this NOFA is up to two hundred thousand nine hundred and fifty-three dollars (\$200,953) for Fiscal Year 2019; subject to DFHV's legal, regulatory authority and funding availability as well as the possibility of additional funding with two optional one-year periods.

Applications will be open for DFHV-licensed taxicab and transportation network companies (TNC) who have been granted operating authority as Digital Taxicab Solution (DTS) or Digital Dispatch and Phone Dispatch Services (DDS) provider through which the Department will make grant awards available. The purpose of this grant opportunity is to select one or more DFHV-licensed taxicab owners who have operating authority of the Digital Taxicab Solution (DTS) or Dispatch and Phone Dispatch Services (DDS) to participate in the Transport DC's Pooled Rides Beta Pilot to match customers volunteering for pooled-rides starting on July 1, 2019.

The Request For Application (RFA) will be released on May 6, 2019. To access the RFA, click on <https://dfhv.dc.gov/page/grant-funding>. Subsequent announcements and/or amendments under this NOFA will also be found on the same page. DFHV will publish on its website, any new funding opportunities under the DFHV Innovations Program.

ONLINE APPLICATION PROCESS: Visit DFHV grant portal [TDC's Pooled Rides Application FY 2019](#).

APPLICATION DEADLINE(S): Applicants interested in the Transport DC's Pooled Rides Beta Pilot must apply by June 7, 2019, 4:00 p.m. EST.

DFHV will not accept applications submitted via hand delivery, mail or courier service. Late submissions and incomplete applications will not be forwarded to the review panel.

SELECTION PROCESS: Each application will be scored against a rubric and applications will have multiple reviewers to ensure accurate scoring. Upon completion of its review, the panel(s) shall make recommendations for awards based on the scoring rubric(s). The Agency Director or his designee will make all final award decisions.

RESERVATION AND CONTACT: DFHV reserves the right to issue addenda and/or amendments after the issuance of the NOFA or RFA, or to rescind the NOFA or RFA. Should you have additional questions pertaining to this grant, please contact XXXXX, Grant Administrative Specialist at XXXXXX.

IV.7- Sample RFA:

Request for Applications (RFA):

Transport DC's Pooled Rides Beta Pilot

Release Date of RFA: May 07, 2019

Submission Deadline: May 21st, 2019 (First Review Deadline)
May 28th, 2019 (Second Review Deadline)

Submission Details: Online submissions only.

Point of Contact: XXXXXXXX, Grant Administrative Specialist, Phone: 202.xxx.xxxx
Email: XXXXXXXXXX@dc.gov.

Availability of RFA: <https://dfhv.dc.gov/page/grant-funding>.

DFHV reserves the right to issue addenda and/or amendments subsequent to the issuance of the NOFA or RFA or to rescind the NOFA or RFA. DFHV will post addenda or amendments to the online application. Applicants are responsible for reviewing and adhering to any RFA addenda or amendments.

Part 1: Program Guidelines, Application Process, and Submission Instructions.

A. DESCRIPTION OF FUNDING OPPORTUNITY

The Government of the District of Columbia, Department of For-Hire Vehicles (“DFHV”), is soliciting applications from DFHV licensed taxicab companies (“Taxicab Companies”) and transportation network companies (TNC) to be XXXXXXXX service providers as part of the XXXXXXXX Pilot. XXXXXX Pilot is a (Descriptor here....) starting on October 1, 20XX. The XXXXXX Pilot matches riders heading in the same direction, so they can share the ride. The XXXXXXXX Pilot will offer:

- XXXX
- XXXX
- XXXX

Funding under this FY2020 Request For Applications (RFA) is approximately **xxx hundred thousand, xxx hundred and xxx dollars (\$xxx,xxx)** in grant funds for Fiscal Year 2020 (FY20), subject to DFHV’s legal and regulatory authority and funding availability as well as the possibility of additional funding with two optional one-year periods subject to performance, compliance and operating authority status of the selected grantee(s). DFHV will publish, on its website, announcements of any additional funding or amendments made under this RFA.

Pricing per Pooled Ride: Grantees will be reimbursed only for trips (time identified here, i.e.: monthly). DFHV will develop programmatic guidelines to assist the awardee when developing the reservation and pre-booking requirements that may affect the reimbursement for this program. The reimbursement structure is thus set forth as:

- Grantees will be reimbursed: \$XX.XX per trip per customer
- **Describe any trip or customer reimbursement limitations, out-of-pocket expenses, etc. here.**

B. GRANT MAKING AUTHORITY

Subject to regulatory reequipments and amendments, the DFHV is authorized to provided grants to owners of licensed taxicabs legally operating and incorporated in the District for purposes outlined in D.C. Official Code § 50-301.20 (b) (1).

C. ELIGIBILITY APPLICANT

DFHV licensed taxicab companies or transportation network companies who have current and valid operating authority as a DTS Provider or Digital Dispatch and Phone Dispatch Services (DDS).

D. ELIGIBILITY CRITERIA

The District requires all grant recipients to meet the requirements listed below. To learn more about citywide grant requirements, visit the Office of Partnership and Grant’s Citywide Grants Manual and Sourcebook (<https://opgs.dc.gov/book/citywide-grants-manual-and-sourcebook>).

1. Clean Hands Certificate: Compliance status will be checked by DFHV. Only compliant DTS and DDS providers at the time of submission will be forwarded to the panel for review.
2. Promises, Certifications, and Assurances: Appendix I must be signed and dated.
3. Insurance Affidavit: Appendix II must be signed and dated.
4. IRS W-9 form. A completed IRS (2017) form W-9.

E. APPLICATION PROCESS

Eligible applicants must complete and submit their application electronically via Quick Base. The application link can be found at **(ADD LINK HERE FOR ZOOMGRANTS)**. DFHV will not accept applications submitted via hand delivery, mail or courier service. Late submissions and incomplete applications will not be reviewed.

First submission deadline is 4:00pm EST on XXXX XX, 20XX. Date for the program is estimated to begin on XXXX, XX, 2019; with a testing period of XXXX XX, 20XX thru XXXX, XX, 20XX.

RESERVATIONS

Funding for any grant award is contingent on continued grantor funding. The publication of this grant application does not commit DFHV to make any awards.

DFHV reserves the right to issue addenda and/or amendments subsequent to the issuance of the NOFA and RFA and to rescind the NOFA or RFA.

DFHV may suspend or terminate an outstanding RFA pursuant to its own grant making rule(s) or any DFHV, District, or federal regulation or requirement.

DFHV reserves the right to accept or deny any or all applications if DFHV determines that it is in the best interest of the District to do so. The DFHV shall notify the applicant if it rejects the applicant's proposal. The DFHV may suspend or terminate an outstanding RFA pursuant to its own grantmaking rules(s) or any applicable federal regulation or requirement.

DFHV shall not be liable for any costs incurred by an applicant in the preparation of one or more grant applications for this Program. The applicant understands and agrees that all costs incurred in developing and preparing any grant application shall be the applicant's sole responsibility.

DFHV may conduct pre-award on-site visits to verify information submitted in a grant application.

DFHV serves as its own reference in evaluating applications. Applicants' performance in managing previous grants will be factored into grant decisions.

DFHV may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the awardee's proposal that may result from the negotiations.

In the event of a conflict between the terms and conditions of the grant application 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.

Part 2: Application Questions and Evaluation Criteria

(SAMPLE PROVIDED FROM POOL RIDE RFA FROM FY2019, QUESTIONS NO LONGER IN CIRCULATION OR ACTIVE)

A. Application Questions:

1-Operational and Program Management:

Describe your proposed operational and program management plan for Transport DC's Pooled Rides Beta Pilot. Please include how your company documents performance of a project/program, manages drivers, relationship with dispatch customers, technical support, addresses operational issues, and handle any necessary program changes smoothly without any service interruption. Please also provide your proposed staffing model for managing the Transport DC's Pooled Rides Beta Pilot if selected. Demonstrate how your operational plan and program management will facilitate the matching process and create a sustainable program, especially if grant funding is unavailable. In addition, describe how you will manage matching customers to meet successful trip completions, and your process, timeline, and networking capabilities to refer customers who are not matched to other Transport DC DTS or DDS participants.

2-Recruitment, Communications, and Training:

Describe your proposed driver recruitment strategy, deactivation policy when behavior is not consistent with a stated requirement, training and communications plans with your staff and drivers for the Transport DC's Pooled Rides Beta Pilot. Please also state how often new and refresher training (program and equipment) will be conducted, and how program changes will be communicated to the staff and driver effectively and timely. Describe how you conduct outreach to independent drivers, collaborate with other DTS and DDS providers to advertise trainings, Pooled Ride Beta Pilot enhancements, or other innovative approaches that may attract drivers' participation.

3- Quality of Service and Customer Service:

A. Complaint and resolution plans: Describe your proposed customer service standards and how you will address low ride ratings (must include frequency) and customer service complaints in a timely manner for the Transport DC's Pooled Rides Beta Pilot. In addition, provide your company's complaint protocols, incident report templates, resolution methodologies and/or policies.

B. Customer Notifications: Describe what technologies will be implemented and how customers will be notified if their pooled ride requests will be honored or not. In addition, explain how you will comply with the DFHV's requirements to ensure 100% of the requests will be matched, or how your agency will seamlessly transition a customer to the standard intake process. Describe in your narrative how you will centralize the dispatch intake systems to be customer friendly and why your dispatch system would best suit DFHV's Transport DC program.

C. Customer Outreach: Describe your marketing and advertising plan of action to reach MetroAccess eligible customers seeking information about the TDC Pooled Rides Beta Pilot, including customer

expectations, timelines, any possible benefits or restrictions. Please supply samples of previous outreach materials

D. Describe your ability to ensure wheelchair accessible vehicles (WAVs) will be available per customer seeking a pooled ride? The number of WAVs within your fleet, the number of drivers trained and/or certified by an ADA certified instructor, and the intention of recruiting additional drivers to increase WAV usage. In addition, describe any marketing, driver recognition programs, or driver incentive initiatives your company will engage in to attract WAV drivers to this program.

4- Financial and Program Management:

Describe your proposed financial and program management plans to manage the grant budget for the Transport DC's Pooled Rides Beta Pilot. Please include how you will track grant budget and spending to ensure compliance with the grant agreement(s) and do not exceed the purchase order amount(s). In addition, include how you will submit timely invoice with required data and supporting documentation to DFHV. Describe in your program financial descriptor how your company will be able to sustain Transport DC's Beta Pool Ride Pilot program if for any reason grant funds become unavailable.

5- Program Implementation Approach:

Describe your proposed program implementation approach for the Transport DC's Pooled Rides Beta Pilot. Please include how you will kick-start the program, recruit and train the driver(s) including new drivers into the industry, sponsor a driver if necessary for grant purpose, and how you will develop or enhance your current operations to ensure success and professional customer service. Provide all training materials and proposed training schedule for drivers, community outreach, and for operators and dispatchers to ensure comprehension and transparency. Provide all unusual incident report templates and policies that both drivers and telephone operators will follow to address complaints or concerns, and how this information will be relayed to the Grantor. Provide how your company will report to the Grantor monthly pertaining to trips, completed, no-shows, transferred, requests, and how your company will manage 24 hour pre-booking requests and report to the Grantor any service or communication gaps.

B. Evaluation Criteria (Applications will be evaluated on a 100-point scale)

Applicants will be evaluated based on the following criteria:

1-Operational and Program Management – evaluate how well is the Applicant's operational and program management plan for the Transport DC's Pooled Rides Beta Pilot which includes staffing model and how Applicant will document performance of a project/program, manage drivers, matching customers, relationship with street hail and dispatch customers, technical support, address operational issues, and handle any necessary program changes smoothly without any service interruption. **(20 points)**

2-Recruitment, Communications and Training - evaluate how well are the Applicant's proposed driver recruitment strategy, deactivation policy when behavior is not consistent with a stated

requirement, training and communications plans with their staff and drivers for the Transport DC's Pooled Rides Beta Pilot. **(15 points)**

3-Quality of Service and Customer Service – evaluate how well is the Applicant's proposed customer service standards, how well the Applicant is prepared to handle the requirements of the AWS System, and how the Applicant will address low ride ratings, and customer service complaints in a timely manner for the Transport DC's Pooled Rides Beta Pilot. **(30 points)**

4-Financial and Program Management – evaluate how well are the Applicant's proposed financial and program management plans to manage the grant budget for the Transport DC's Pooled Rides Beta Pilot which include grant budget and expenditure tracking to ensure compliance with the grant agreements and not to exceed the purchase order amount(s), and timely submission of invoice with required data and supporting documentation to DFHV. **(15 points)**

5-Program Implementation Approach – evaluate if Applicant is able to demonstrate a thorough understanding of all initiatives and describe a good implementation approach for each initiative. Describe your proposed program implementation approach for each initiative listed under the Transport DC's Pooled Rides Beta Pilot. Please include how you will kick-start the program, recruit and train the driver(s) including new drivers into the industry, sponsor a driver if necessary for grant purpose, and what you will develop or enhance your current operations to help each of the initiative to achieve success. **(20 points)**

Part 3: Award Information

A. Permissible Use of Grant Funds - Grantees may use grant funds only for allowable grant project expenditures. Grant funds will be provided on a reimbursement basis, except that an advance of funds may be provided in limited circumstances with prior written approval from the DFHV.

B. Period of Awards: The performance period will begin in XXXXX, XX, 20XX and end on XXXX. XX, 20XX. DFHV may elect to continue the funded program for two additional one-year option periods. Continued funding would be determined based upon satisfactory program performance, grant compliance, operating authority status, the availability of funding, and regulatory requirements.

C. Non-Allowable Costs of Grant Funds - Non-Allowable Costs for this Grant include for such long-term items as real estate, and other expenditures including:

1. Lobbying, including salaries and overhead and out-of-pocket expenses;
2. Entertainment;
3. Most food;
4. Land purchases;
5. Rental of office space, some vehicles, and some equipment;
6. Employee salaries and benefits;
7. Contractor labor, including professional services;
8. Accounting and bookkeeping services;
9. Communications, including telephone and data services;
10. Printing, reproduction, including signage;

11. Many computers and printers;
12. Plants and tree-plantings;
13. Small tools;
14. Some field equipment, typically below \$5,000 in value;
15. Postage, shipping;
16. Some travel, meals and lodging; and
17. Insurance

APPENDIX I: PROMISES, CERTIFICATIONS, AND ASSURANCES

Certifications Regarding Lobbying, Debarment, and Suspension, Other Responsibility Matters, and Requirements for a Drug-Free Workplace

Grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Grantees should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Grantee certifies that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts and that all sub-recipients shall certify and disclose accordingly;
- (d) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;

(e) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontracts and that all sub-recipients shall certify and disclose accordingly.

2. Debarments and Suspension, and Other Responsibility Matters

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

The Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) That the applicant is not proposed for debarment or presently debarred, suspended, or declared ineligible; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

(e) Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Awardees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for Awardee as defined at 28 CFR Part 67 Sections 67.615 and 67.620:

The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee would abide by the terms of the statement; and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: The DC Department of For-Hire Vehicles Operator Services, D.C. Department of For-Hire Vehicles, 2235 Shannon Place, SE, Suite 3001, Washington DC 20020. Notice shall include the identification number(s) of each effected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- i. Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- iii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

(g) The Grantee may insert (in the space provided below) the sites for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Drug-Free Workplace Requirements (Awardees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for Awardees as defined at 28 CFR Part 67; Sections 67615 and 67.620-

(h) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

(i) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within ten (10) calendar days of the conviction, to: District of Columbia Department of For-Hire Vehicles, 2235 Shannon Place, SE, Suite 3001 Washington, DC 20020.

4. Assurances and Certifications Assurances

- Funding for this award is contingent on continued funding from the grantor. The RFA does not commit the Agency to make an award.
 - The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so.
 - The Agency shall notify the applicant if it rejects that applicant's proposal.
- The Agency may suspend or terminate an outstanding RFA pursuant to its own grant making rule(s) or any applicable federal regulation or requirement.
- The Agency reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA.
 - The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility.
 - The Agency 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.
 - The Agency may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the applicant's proposal that may result from negotiations.
 - The Agency shall provide the citations to the statute and implementing regulations that authorize the grant or subgrant; any applicable federal and District regulations, such as OMB Circulars A- 102, A133, 2 CFR 180, 2 CFR 225, 2 CFR 220, and 2 CFR 215; payment provisions identifying how the grantee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by the granting Agency; and compliance conditions that must be met by the grantee.
 - If there are any conflicts between the terms and conditions of the 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.
 - Statement of certification signed by the duly authorized officer of the applicant organization, the truth of which is sworn or attested to by the applicant, which states:
 - o The individuals, by name, title, address, and phone number who are authorized to negotiate with the Agency on behalf of the organization;
 - o That the applicant is able to maintain adequate files and records and can and will meet all reporting requirements;
 - o That all fiscal records are kept in accordance with Generally Accepted Accounting Principles ("GAAP") and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete and current at all times; and that these records will be made available for audit and inspection as required;
 - o That the applicant is 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 Office of Tax and Revenue ("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;
 - o That the applicant has the demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative, performance and audit trail;
 - o That, if required by the grant making Agency, the 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;
 - o That the 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 (<https://www.sam.gov/index.html/#1>) 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;

- o That the applicant has the financial resources and technical expertise necessary for the production, construction, equipment, and facilities adequate to perform the grant or the ability to obtain them;
- o That the applicant has 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;
- o That the applicant has a satisfactory record performing similar activity 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. In this connection, Agencies may report their experience with an applicant's performance to the Office of Partnerships and Grant Services ("OPGS") which shall collect such reports and make the same available on its intranet website;
- o That the applicant has a satisfactory record of integrity and business ethics;
- o That the applicant has the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
- o That the applicant complies with all District licensing and tax laws and regulations;
- o That the applicant complies with provisions of the Drug-Free Workplace Act;
- o That the applicant meets all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and

The grantee agrees 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 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.

As the duly authorized representative of the applicant/grantee organization, I hereby certify that the applicant or Grantee, if awarded, will comply with the above certifications.

Applicant/Grantee Name

Street Address

City, State, Zip Code

Application Number and/or Project Name

Grantee IRS/Vendor Number

Typed Name and Title of Authorized Representative

Signature _____

Date _____

APPENDIX II: INSURANCE POLICIES AFFIDAVIT

Insurance Policies Affidavit

As the duly authorized officer of _____, a _____ [LLC, corporation, etc.] (“Applicant”), with a business address of _____, an applicant for the _____ Grant with the Department of For-Hire Vehicles “DFHV”), I certify that the following are the names of the Applicant’s current insurance carriers with the type of insurance coverage under each policy:

Insurance Carrier	Type of Coverage	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing this form, the Applicant agrees that if DFHV decides to award Applicant a grant under this Grant Program/RFA, Applicant will provide DFHV with the following insurance documents if requested:

- i) A copy of the binder or cover sheet of each current policy that covers activities that might be undertaken in connection with the performance of the grant;
- ii) Endorsements for each of these policies - except for Worker’s Compensation, Errors and Omissions, and Professional Liabilities – that name the Government of the District of Columbia and its officers, employees, agents, and volunteers as additional named insured for liability arising out of performance of the award; and
- iii) A written waiver of subrogation against the Government of the District of Columbia and its officers, employees, agents, volunteers, contractors, and subcontractors from each of the applicant’s insurance carriers providing coverage for activities that might be undertaken in connection with the performance of the grant.

Applicant Name _____ Date _____

APPENDIX III: Transport DC's Pooled Rides Beta Pilot Requirements:

The following are the minimum Pooled Ride requirements:

1. Implement Pool Ride Beta Pilot Transport DC trips for up to three riders per trip and only one accompanying aid per customer;
2. Matching is mandatory: Only completed pooled trips will be reimbursed;
3. A ride should not be pooled or matched for more than one wheelchair Transport DC participant with two non-wheelchair user, and one companion per customer, unless the vehicle's meets DFHV's Title 31 requirements to transport two wheelchair customers.
4. Ensure Transport DC Passengers using the Pooled Ride Beta Pilot can bring their designated health aid or service animal without any additional charges;
5. Dispatch trips based on a consideration of multiple variables such as but not limited to: pick up time, distance, traffic volume, inclement weather, and the number of passengers requested by DFHV.
6. Ensure all Transport DC trips, passengers booking trips, are assigned a vehicle within 30 minutes of the ride request or are referred back to the TDC intake line to be scheduled for a standard TDC ride.
7. Ensure a centralizing intake/phone bank is in place to comply with the AWS system.

IV.8- Sample Grant Agreement:

GRANT AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA AND GRANTEE XYZ.

This GRANT AGREEMENT ("Agreement") is made as of this ____ of XXXXXX, 2019 ("Effective Date") between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the Department of For-Hire Vehicles (hereinafter referred to as the "Grantor"), and GRANTEE XYZ, a taxicab company incorporated in the District (herein referred to as the "Grantee") (hereinafter, collectively, "the Parties"), with its place of business at ADDRESS.

WHEREAS, Grantor has authorized grants to Grantees which are approved to participate in the (Grant Program) ("XXXX" or "Program" as set forth in Chapter 18 of Title 31 of the D.C. Municipal Regulations ("Regulations"));

WHEREAS the Grantor has legal authority to issue the Grants pursuant to Sections 8 (c) (1), (2), (3), (4), (5), (10), (12), (17), (18), (19); 14, 20, 20a and 20f of the District of Columbia Taxicab Commission Establishment Act of 1985 ("Establishment Act"), effective March 25, 1986 (D.C. Law 6-97; D.C. Official Code §§ 50-301.07(c) (1), (2), (3), (4), (5), (10), (12), (17), (18), (19), 50-301.13, 50-301.19, 50-301.20 and 50-301.25 (2012 Repl. & 2016 Supp.)).

WHEREAS, the purpose of the Grant is to facilitate ("Program" name), consistent with the Memorandum of Understanding among Grantor, (With Agency Name Here – if applicable), with the Regulations and with all other applicable District and federal laws;

WHEREAS, as a condition precedent to the disbursement of any funds to the Grantee, the Grantor has required Grantee to enter into an agreement setting forth the terms and conditions for the provision and use of the Grant Funds;

NOW, THEREFORE, in consideration of the mutual promises of the Grantor and Grantee, the Parties hereby agree as follows:

Section I. Period of Agreement; Termination

This Agreement applies to FY 20XX (Program Name) Program year. This Agreement shall be effective as of the Effective Date and shall remain in effect until September 30, 20XX except that the provisions pertaining to record retention, accounting, auditing and inspection of records shall continue in accordance with the requirements of Sections IV, V, VI, and VIII of this Agreement.

Section II. Grant of Funds

- A. The Grantor shall make Grant funding available but not to exceed Grantee's purchase order amount. Grantor may make Grant Funds available to more than one Grantee for FY 20XX.
- B. The Grantor shall make a Grant of Funds ("Grant Funds") pursuant to this Section for the purpose of providing pooled/share ride trips originating in and traveling to similar points within the District of Columbia to eligible MetroAccess customers.

- C. Transportation service will be provided by wheelchair accessible and non-accessible taxicabs, depending on the needs of the requesting client.
- D. Upon approval, participating taxicab companies must purchase a new wheelchair accessible vehicle (“WAV”) after the completion of every 3,000 trips or greater as may be established by an Administrative Issuance in accordance with Chapter 18 of Title 31 of the D.C. Municipal Regulations. Those vehicles, subject to availability and service priority, can provide (Program Name) service, including wheelchair accessible taxicab service, District-wide and traditional taxicab service.
- E. The Grantor shall provide the Grant Funds to the Grantee following the Effective Date on a monthly basis as provided in Section III.
- F. The provision of the Grant Funds by the Grantor shall be subject to the provisions of Section IX of this Agreement related to the suspension or termination of grant funding and the reversion of Grant Funds; the provisions of Section X related to unspent funds; the provisions of Section XIII of this Agreement related to default; and any other provisions of this Agreement that may limit the obligation of the Grantor to provide the Grant Funds.
- G. Prior to award of any Grant Funds, the Grantee shall submit to the Grantor all required documents for direct deposit payments, certified financial documents, and applicable insurance documents.

Section III. Expenditure of Grant Funds

- A. The Grantee shall expend the Grant Funds solely for the purposes of carrying out the (NAME OF PROGRAM) Program, in accordance with Chapter 18 of Title 31 D.C. Municipal Regulations.
- B. The Grantee shall expend Grant Funds only on the eligible costs incurred in (Name of Program)- Pilot Transportation Service accordance with Chapter 18 of Title 31 D.C. Municipal Regulations and that are incurred on or after the Effective Date.
- C. The Grantee shall expend all Grant Funds by September 30, 2019 ("End of Grant Period").
- D. The basis for payments made to Grantee under this Agreement shall be the number of trips performed monthly, which shall be reimbursed to Grantee as follows:
 - 1. Pricing
- E. The Grantee must do the following:
 - 1. Prioritize the use of WAV to provide service first to (NAME OF PROGRAM) participants, second to any (NAME OF PROGRAM) participant requesting a wheelchair accessible vehicle and third to any other (NAME OF PROGRAM) participant;
 - 2. Provide flyers and program material as directed by Grantor up to date Program flyer seat drops; update all voicemail recordings with Program restriction information when directed by DFHV and inform (NAME OF PROGRAM) participants of mandatory ride sharing requirement and guidelines;
 - 3. Make (NAME OF PROGRAM) services available through either a telephone dispatch or digital dispatch service to any eligible (NAME OF PROGRAM) participant, if the Grantee plans to use an app for mobile or electronic devises the app must be approved by the Grantor;
 - 4. Accept each booking for a (NAME OF PROGRAM) trip anywhere within the District of Columbia made up to (TIME LINE) prior to service;
 - 5. Provide accurate invoices of (NAME OF PROGRAM) trips using DFHV approved templates;

6. Submit reports as directed by DFHV to verify Grantee’s compliance with Title 31 Chapter 18 and other applicable laws or to address key issues, technical assistance needs, and best practices;
7. Ensure participating taxicab companies, independent owners and operators are properly licensed by DFHV;
8. Ensure that participating WAV operators complete all training required by DFHV, including, but not limited to disability sensitivity training and wheelchair accessibility training, prior to providing any (Name of Program) trip;
9. Ensure all (NAME OF PROGRAM) participants’ pick-ups and dropped offs are at their requested locations and are produced in timely manner;
10. Ensure that participating taxicab companies and independent owner operators are in compliance with all Title 31 requirements, including maintaining functional credit and debit card machines to accept payments; and,
11. Implement solutions, acceptable to Grantor, within three (3) months or longer subject to written approval for extension by DFHV, for section III, Step 12, 13 and 14:
12. Allocating trips to all eligible (NAME OF PROGRAM) operators, (as opposed to only those drivers using Grantee’s digital taxicab solution (“DTS”) or digital dispatch Service (“DDS”).
13. Ride Location Options (subject to change):
 - i. (Describe special locations, if applicable)
14. Allowing ride-sharing (pooling) for (Name of Program) trips as follows: (describe scope of work)

Section IV. Reporting Requirements

- A. Monthly Reports. Monthly status reports will be due on the 5th day of each month for services rendered during the previous month. For example, an August 5th report must include all required service information for the month of July (July 1st through July 31st). If a report’s due date falls on a weekend or District holiday, the report will be due on the next business day. The report must detail (Name of Program) activities performed in the month preceding as indicated in Paragraph B of this Section.
- B. The Grantee shall submit all reports using DFHV approved templates or format. The reports must include the following:
 1. Monthly Transport Trip Data on an Excel spreadsheet;
 2. Participating taxicab driver’s name, Face ID number, and training dates;
 3. Narrative (Word document) explaining any service or compliance issues;
 4. Invoice with supporting documentation including receipts and paid invoices;
 5. An accident-incident report, *if applicable*; and
 6. Language Access Act information of Section XV, *if applicable*.
- C. Close-out Reports. A close-out Report will be submitted with the final invoice during the period of performance. This report is designed to inform DFHV of the performance of your grant. This report will highlight programmatic outcomes, outputs, grant compliance and programmatic performance. This report may be used in part in the evaluation of renewing the grant for multiple year awards.

Section V. Accounting Requirements

- A. The Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement. Records and documentation shall be organized in a manner that lists each expenditure of Grant Funds.
- B. At the Grantor's request, the Grantee shall promptly submit supporting documentation for all costs paid for with Grant Funds, such as properly executed contracts, vouchers, purchase orders, and other accounting documents. Grantor will supply Grantee programmatic template to use when reporting expenditures, and the Grantee may seek technical assistance from Grantor to ensure the proper invoice, trip records, validation documents, etc., are compliant with the Office of Chief Financial Officer.
- C. All records that the Grantee is required to maintain under this Section shall be clearly identified and legible.
- D. The Grantee shall bill for expenses on a monthly basis on a date to be coordinated with the Grantor.
- E. The Grantee shall complete the Automated Clearing House (ACH) enrollment forms, and the DC Master Supplier Information Collection Template to set up electronic payments.

Section VI. Records Maintenance and Inspections

- A. **Records Maintenance:** The Grantee shall retain all records relating to the Grant and the expenditure of Grant Funds, including all records required to be maintained pursuant to this Agreement, for a period of not less than three (3) years. In addition, records resulting from the resolution of an auditor finding shall be maintained for a period of not less than three (3) years after resolution of the finding. The Grantee shall be required to make available, upon request, for at least three (3) years after the End of Grant Period, files, and records that will assist the District in assessing compliance with the Grant Agreement and the impact of the Grant.
- B. **Availability and Inspection of Records:** The Grantee shall make available to the Grantor and the District of Columbia Auditor for examination and copying, at reasonable times and locations and after reasonable notice from the Grantor or District of Columbia Auditor, any and all financial, administrative, operational, and other information and records related to the Grantee's performance of the Program; any and all financial, administrative, operational, and other records; documentation related to the Grant or prepared pursuant to this Agreement; and any and all financial, administrative, operational, and other information and records related to the receipt, expenditure, and accounting of the Grant Funds. The Grantee shall cooperate fully with the Grantor and the District of Columbia Auditor in locating and making accessible any such records. For the purposes of this Section, information and records include, but are not limited to, all books, accounts, records, findings, and documents.

Section VII. Performance Evaluation and Monitoring

- A. The Grantor will conduct evaluations, and perform on-site monitoring, of the performance of the Program at such times and with such frequency as the Grantor deems appropriate, in its sole discretion. The Grantee shall cooperate fully with the Grantor in the Grantor's performance of any evaluation or monitoring under this Agreement.
- B. If the Grantor finds any deficiencies during its evaluation or monitoring, the Grantor may issue a written finding of deficiencies to the Grantee along with a demand to cure the deficiencies by a specified date. If the Grantee does not cure the deficiencies by the date specified, the Grantee shall be considered to be in default of the Agreement under Section XIII.

Section VIII. Organizational Audit

- A. The Grantor may conduct financial audits, at the Grantor's discretion, of all funding sources of the Grantee, in accordance with the auditing standards promulgated by the Comptroller General of the United States, as published in the latest edition of the Government Accountability Office's Government Auditing Standards.
- B. The Grantee shall fully remedy any deficiencies noted in an audit conducted by the District under this Section within sixty (60) days after the receipt of the audit by the Grantee.
- C. The Grantee shall cooperate fully with the District in the conduct of an audit under this Section.

Section IX. Suspension or Termination of Grant Funding; Reversion of Funds

- A. In the event that the Grantee (i) has not demonstrated satisfactory performance or financial accountability, (ii) has not spent the Grant Funds in a timely manner, (iii) is in default, as described in Section XIII of this Agreement, or (iv) is not in compliance with all applicable District and federal laws and regulations, all as determined in the sole and reasonable discretion of the Grantor, the Grantor may, at its sole discretion, suspend or terminate funding to the Grantee and may demand in writing the repayment or return of some or all of the Grant Funds, whether or not such Grant Funds have been previously obligated or committed by the Grantee, any accounts receivable attributable to the use of the Grant Funds, and any income generated by the Grant Funds.
- B. The Grantee shall repay all Grant Funds demanded by the Grantor under Paragraph A of this Section to the Grantor upon receipt of the Grantor's written demand and in accordance with the Grantor's written instructions.
- C. The Grantor may suspend or terminate the provision of Grant Funds under this Agreement for the convenience of the District.
- D. Nothing in this Agreement shall be deemed to exempt Grantee from or to modify Grantee's obligations under, any provision of the Regulations or other applicable law.
- E. Grantor shall fully retain all legal remedies available under Title 31 of the DCMR and other applicable laws in connection with any act or omission by Grantee.

Section X. Unspent Funds

At the End of Grant Period, or upon final completion of the Program, whichever is earlier, the Grantee shall transfer any unspent, excess, or surplus funds to the Grantor.

Section XI. Grant Administrator

- A. The Grant Administrator is the District's authorized representative for this Grant, (POC for grant), whose telephone number is (202) XXX-XXXX. The Secondary Grant Administrator for the District shall be (Name of POC), who is accessible at (202) XXX-XXXX. The Grantee shall contact the Grant Administrator with any questions or concerns regarding the technical implementation or interpretation of this Grant, or the Secondary Grant Administrator if the former is unavailable.
- B. The Grant Administrator shall be responsible for, among other responsibilities, the following:
 - 1. Interpreting the provision of the Grant Agreement, where such interpretation is not of a legal nature; and

2. Assisting the Grantee in the resolution of technical problems encountered during the performance of the obligations of the Grant Agreement.

Section XII. Non-Discrimination and Sexual Harassment Clause

In the provision of goods or services associated with the Program, the Grantee shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, disability, source of income, status as a victim of an intra-family offense, or place of residence or business.

In addition, the Grantee shall not engage in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*).

Section XIII. Default; Remedy; Non-Wavier

- A. Any failure by the Grantee or its agents to comply with any of the terms or conditions of this Agreement or to comply with all applicable District and federal laws and regulations, as such failure is determined in the sole and reasonable discretion of the Grantor, shall constitute a default under this Agreement.
- B. In the event of a default, the Grantor may provide to the Grantee written notice of the default, along with a demand to cure by a date established in the Grantor's sole and reasonable discretion, but in no event less than ten (10) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, the Grantee shall return to the District any remaining Grant Funds in the possession of the Grantee to the Grantor, the Grantor shall not be obligated to provide any additional Grant Funds to the Grantee, the Grantor may exercise any additional right to reversion under Section IX of this Agreement, and the Grantor may exercise any other legal or equitable remedies available to the Grantor.
- C. No delay or omission of the Grantor or the District to exercise any right, power, or remedy accruing upon the happening of a default shall impair any such right, power, or remedy or shall be construed to be a waiver of, or acquiescence to, any such default.

Section XIV. Freedom of Information Act Notice

- A. The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 *et seq.*) ("FOIA") provides that "any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act." A "public record" has been defined by Section 2(13) of the District of Columbia Public Record Management Act of 1985, effective September 5, 1985 (D.C. Law 6-19; D.C. Official Code § 2-1701(13)) as "any document, book, photographic image, electronic data recording, paper, sounding recording, or other material regardless of physical form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District."
- B. Grantee acknowledges that all information and documentation submitted to the District pursuant to this Agreement, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request. The District shall have no liability related to such disclosure.

Section XV. Language Access Act

- A. Grantee shall comply with, and require each of the Grantee’s sub-contractors or sub-grantees who perform services pursuant to this Grant during the Grant Period to comply with, the Language Access Act of 2004, D.C. Law 15-167, (D.C. Official Code §§2-1931 - 1937) (“Language Access Act”).
- B. Definitions – the following definitions shall apply to this section:
1. “Limited or no-English proficiency” (herein “LEP/NEP”) means the inability to adequately understand or to express oneself in the spoken or written English language.
 2. “Oral Language Services” means the provision of oral information necessary to enable LEP/NEP residents to access or participate in programs or services offered by Grantee pursuant to the Grant. The term “Oral Language Services” shall include placement of bilingual staff in public contact positions; the provision of experienced and trained staff interpreters; contracting with telephone interpreter programs; contracting with private interpreter services; and using interpreters made available through community service organizations that are publicly funded for that purpose.
- C. Grantee shall report monthly (see **Section IV**) the number of LEP/NEP persons the Grantee served or encountered and the languages encountered during the preceding month.
- D. Grantee shall provide Oral Language Services to any LEP/NEP individuals seeking services provided pursuant to this Grant or request assistance from Grantor in providing required Oral Language Services.

Section XVI. Notices

All notices required under this Grant Agreement shall be sent by U.S. Mail to the following addresses:

As to Grantee:

GRANTEE NAME AND ADDRESS

As to Grantor:

- (1) Via US Mail:
Department of For-Hire Vehicles
2235 Shannon Place, SE
Washington, DC 20020
Attn: XXXXXX, Grant Administrative Specialist
- (2) Via email: [\(EMAIL of POC\)](#)

Section XVII. Indemnification

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

Section XVIII. Insurance

The Grantee shall comply with all applicable local and federal insurance requirements.

Section XIX. Anti-Deficiency Requirement

Notwithstanding any other provisions of this Agreement, the terms and conditions of this Agreement, including but not limited to provisions pertaining to funding or the Grant amount, are and shall remain subject to the fourth sentence of Section 446 of the Home Rule Act, D.C. Official Code § 1-204.46, the federal Anti-Deficiency Act, 31 U.S.C. § 1341 et seq. and the District Anti-Deficiency Act, D.C. Official Code § 47-355.01 et seq. No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District beyond the End of Grant Period.

Section XX. Modification, Termination, and Extension

The terms and conditions of this Agreement may not be modified, waived, or terminated, in whole or in part, unless agreed to in writing by the Parties. This Agreement may be extended for two (2) one (1) year terms with written consent of the Parties. Any extension would be subject to funding availability.

Section XXI. Non-Waiver

None of the terms and conditions contained in this Agreement shall be considered abrogated or waived by reason of any failure or refusal by the Grantor to enforce the same.

Section XXII. Applicable Law

The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia.

Section XXIII. Severability

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

Section XXIV. Assignability

This Agreement shall not be assignable by either party. **Section XXV. Total Agreement**

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

IN WITNESS, WHEREOF, Grantor and GRANTEE NAME, Inc. have caused this Agreement to be executed by their respective officials.

By: _____
DAVID DO, DIRECTOR
D.C. Department of For-Hire Vehicles

Date: _____

GRANTEE:

By: _____
NAME
TITLE
ADDRESS

Date: _____

IV.9 -Sample Grant Award Letter

OFFICE OF THE DIRECTOR

Date:

Awardee's Name
Awardee's Address

Re: XXX Grant Award Letter

Dear Mr./Mrs XXXX:

The DC Department of For-Hire Vehicles (DFHV) has added additional funds to (Business Name) Fiscal Year 20XX (Program Name) Purchase Order (PO). (NAME OF AWARDEE) will see an increase of \$XXXXXXX, which supports (# of Trips) trips and bringing the total amount of the PO to: \$XXXXXXX.00 for FY19.

(Business Name) cannot exceed grant award and PO amount of \$XXXXXXX for FYXX. Thirty-days upon reaching the new PO amount (\$XXXXXX), the Grantee must notify DFHV staff, and upon exhaustion of funds transfer all customer requests to other authorized (Program Name) providers to ensure services are not interrupted. As a reminder, all (Program Name) grant funding must be expended by September 30, 2019.

Should you have any questions pertaining to procurement or budgetary issues, please contact: XXXXXXXXXXXX, Administrative Officer (202-671-1804, office number; XXXXXXX@dc.gov; email), or for grant monitoring or performance requirements, XXXXXXXX, Grant Administration Specialist (202-671-0567, office number; XXXXXXX@dc.gov; email).

Sincerely,

DEPARTMENT OF FOR-HIRE VEHICLES

By: _____
DAVID DO
Director

IV.10- Sample Incident Report:

Program Incident Report

PART ONE: REPORTING FOUNDATION

- 1. Name of Reporter (Print): _____

a. Title/Position: _____

b. Grant Program Name: _____

c. Telephone No.: _____ d. Date Reported: _____
e. Time Reported: _____

- 2. Has the incident been reported to Company's Program Manager: Yes___ No___ I do not know___
a. if Yes, please provide the following information to the best of your knowledge:

- Person Reporting to Manager/Supervisor: _____
a. Title/Position: _____
b. Telephone Number: _____
c. Was the incident reported to MPD: Yes No _____
d. Time reported: _____
e. Date Incident was report to DCFD: Yes No
f. Time reported: _____

PART TWO: TYPE OF INCIDENT

- 3. Type of Incident: _____
- 4. Date of Incident: _____ Time of Incident: _____
- 5. Location/Place of Incident: _____
- 6. Individuals Involved and/or witnesses to the incident: _____

PART THREE: DETAILS OF INCIDENT

7. (Who? What? When? Where?) If additional detail is needed, please attach on separate sheet of paper to this report:

PART FOUR: TECHNICAL OR EQUIPMENT INFORMATION:

8. Describe situation (check the appropriate box):
a. Misuse/abuse of computer/mobile devices: [] b. Damage to electronic meter: []
c. Damage to interior of vehicle: [] d. Damage to exterior of vehicle: [] e. Vandalism: []
f. Other: [] g. Lost Items [] If other: describe below:

PART FIVE: (FOR MANAGER USE, FINDINGS)
