
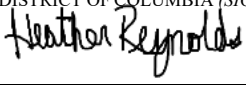



GOVERNMENT OF THE DISTRICT OF COLUMBIA				1. REQUISITION NUMBER		PAGE	
TASK ORDER/DELIVERY ORDER FOR SERVICES				RK248235		1 of 39	
2. TASK ORDER AGREEMENT NO.		3. Award/Effective Date		4. CONTRACT NUMBER		5. SOLICITATION NUMBER	
CW109110		See Block 30c.		NCPA 14-14		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CONTACT Email for CA: Tehsin.faruk@dc.gov		A. NAME Tehsin Faruk		B. TELEPHONE (No Collect Calls) (202) 715-3735		8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street, N.W., Suite 330 South Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS <input checked="" type="checkbox"/> Cooperative Agreement SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A		12. PAYMENT DISCOUNT TERMS Net 30 days	
				<input type="checkbox"/> 13. RESERVED			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP			
5. CONTRACTOR / OFFEROR		16. PAYMENT WILL BE MADE BY CODE					
McKinsey & Company, Inc. Washington D.C. 1200 19th Street NW, Suite 1000 Washington, DC 20036		Office of Chief Technology Officer 200 I Street, S.E. Washington, DC 20003					
15A DUNS NO. 15B TAX ID NO.							
17. DELIVER TO		18. ADMINISTERED BY					
Office of Chief Technology Officer 200 I Street, S.E. Washington, DC 20003		Office of Contracting and Procurement Information Technology Group 441 4 TH Street, N.W., Suite 330 South Washington, D.C. 20001					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANT ITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001- 0004	Digital Equity Planning BEAD			Lot	----	----	\$972,500.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY) \$972,500.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Nate Brewer, Partner		29C. DATE SIGNED 07/17/2023		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Heather Reynolds, Contracting Officer		30C DATE SIGNED 7/17/23	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO), seeks a contractor provide consulting services to assist with developing DC’s Broadband Equity, Access and Deployment (BEAD) five-year action plan and framework for the State Digital Equity plan.

B.2 CONTRACT NUMBER

National Cooperative Purchasing Alliance (NCPA) Contract #14-14 for Strategic Management Consulting Services dated December 1, 2022, between McKinsey & Company, Inc., Washington D.C. and Region 14 Education Service Center.

B.3 The District contemplates award of a firm fixed price contract.

B.4 PRICE SCHEDULE

B.4.1 Base Period: Date of award through one year.

Contract Line-Item No.	Description	Invoice Date	Total
0001	Framework and sample content for BEAD Five-year Action Plan	Six Weeks from date of award	\$431,000.00
0002	DRAFT Framework and sample content for Digital Equity Plan (Less feedback from ongoing stakeholder engagement and public comment period)	Six Weeks from date of award	\$169,000.00
0003	Framework and sample content for Digital Equity Plan (incorporating synthesis of 2.5 months of stakeholder engagement feedback and public comment period feedback)	Eighteen (18) Weeks from date of award	\$145,625.00
0004	Framework and sample content for additional BEAD program requirements	Eighteen (18) Weeks from date of award	\$226,875.00
Grand Total			\$972,500.00

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.6 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1. The Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”. This contract has received a waiver from the small business enterprise subcontracting requirements outlined herein.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of Contracting and Procurement (OCP), on behalf of The Office of the Chief Technology Officer (OCTO), seeks a contractor to provide consulting services to assist with developing DC’s Broadband Equity, Access and Deployment (BEAD) five-year action plan and framework for the State Digital Equity plan.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Legislation	Bipartisan Infrastructure Law https://www.epw.senate.gov/public/index.cfm/bipartisan-infrastructure-law	Most recent
2	Guidance	BEAD Five-Year Action Plan Guidance https://broadbandusa.ntia.doc.gov/sites/default/files/2022-09/BEAD_Five-Year_Action_Plan_Guidance_1.pdf	Most recent
3	Notice of Funding Opportunity (NOFO)	BEAD Notice of Funding Opportunity https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf	Most recent
4	Digital Equity Planning Grant NOFO	Digital Equity Planning Grant NOFO https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/DE%20PLANNING%20GRANT%20NOFO.pdf	Most recent
5	FAQ	Digital Equity Planning Grant FAQ https://broadbandusa.ntia.doc.gov/sites/default/files/2022-06/DE-FAQs.pdf	Most recent

With respect to the Contractor’s performance of this contract, the District considers the Contractor a “contractor” in accordance with 2 CFR § 200.331.

C.3 DEFINITIONS

NTIA – The National Telecommunications and Information Administration

C.4 BACKGROUND

The Bipartisan Infrastructure Law (BIL) will provide the District of Columbia with more than \$100M in new federal funds for broadband infrastructure and digital equity, which will enable the District to execute on its vision for transformative, equitable and sustainable

CW109110: Digital Equity Planning (BEAD)

investments to close the digital divide. Given the scope and one-time nature of the funding, federal agencies have placed detailed and stringent requirements for states to submit plans and proposals for how they will use the funds, which include conducting detailed asset mapping, data collection and stakeholder engagement, and creating a five- year action plan, initial proposal and final proposal, all for the Broadband Equity, Access and Deployment (BEAD) funds; and also creating a State Digital Equity plan for the Digital Equity Planning and Capacity Grant (DE) program.

C.5 REQUIREMENT

C.5.1 Stakeholder Engagement

C.5.1.1 Engage Stakeholders

The Contractor shall provide the following:

C.5.1.1.1 The Contractor shall engage with stakeholders identified by the District to understand current obstacles and barriers to broadband adoption, digital equity interventions perceived by stakeholders as valuable, and potential motivating factors for greater adoption within DC’s “covered populations” as that term is defined in the BIL.

C.5.1.1.2 Engage Stakeholders Activities

Contractor shall execute on the stakeholder engagement plan, which is derived from the stakeholder engagement framework described in C.5.1.2 below. This will include:

- 1) Development of key questions tailored to target stakeholder groups, including DC’s covered populations, that are designed to understand perspectives, reasons, and underlying drivers of infrastructure gaps, obstacles and barriers to broadband adoption gaps, and digital equity interventions perceived by stakeholders as valuable;
- 2) Development of agendas, presentation materials, and run-of-show documents to leverage in planned stakeholder engagement forums;
- 3) Support identifying locations for events (note: DC will be responsible for any costs required to secure venues, partner with local organizations to co-host events, and meet accessibility requirements);
- 4) Designing and printing of marketing materials/flyers and press releases that can be used to publicize events across online (e.g., social media, OCTO website) and in person channels (e.g., paper flyers and handouts);
- 5) Facilitation of up to a total of 15 in-person and 5 virtual 60–75-minute listening sessions; up to 3 sessions in Spanish;
- 6) Providing videoconference platform for local-government, resident, and non- profit sessions (note: DC must provide the videoconference platform for sessions involving ISPs or other private companies);
- 7) Providing water and light snacks at planned in-person events that are consistent with NTIA initial planning fund requirements, and that do not exceed \$10/per person; and
- 8) Creation and execution of a survey for target stakeholder groups which employs a multimodal approach to administering an online, mobile-friendly questionnaire; with target survey response rates to ensure statistical significance for the total DC population.

C.5.1.2 Develop Stakeholder Framework and Plan

The Contractor shall provide a framework for a stakeholder engagement plan which is compliant with the requirements of the named federal programs, and which will be based on changing context ‘on the ground’ and information received from stakeholders. The

framework must provide an adequate variety of engagement mechanisms to ensure outreach can be tailored to all DC’s covered populations, notwithstanding existing broadband adoption hesitancy, or any other factor addressed by the BIL’s definition of covered population.

C.5.1.2.1 Develop Stakeholder Framework and Plan Activities

Contractor shall interview office leadership to understand scope of current stakeholder engagement activity on broadband and digital equity currently being led by the DC Office of Broadband and Digital Equity and identify opportunities to expand it.

C.5.1.2.2 Contractor shall review the local coordination / stakeholder engagement evaluation criteria described in the BEAD NOFO and the Digital Equity NOFO to ensure set of options discussed meets the requirements of the NOFOs, e.g.:

- 1) Full geographic coverage of the Eligible Entity;
- 2) Meaningful engagement and outreach to diverse stakeholder groups, labor organizations, and community organizations, including to promote the recruitment of women and other historically marginalized populations for workforce development opportunities and jobs related to BEAD-funded eligible activities;
- 3) Utilization of multiple awareness and participation mechanisms and different methods to convey information and outreach;
- 4) Transparency of processes, to include the documentation and publication of results and outcomes of such coordination and outreach efforts, including additions or changes to the Eligible Entity’s Initial Proposal and/or Final Proposal; and
- 5) Outreach to and direct engagement of unserved and underserved communities to include historically underrepresented and marginalized groups and/or communities.

C.5.1.2.3 Contractor shall create options for a stakeholder engagement strategy and approach (across broadband deployment and digital equity), and synthesize the District’s decisions into the stakeholder engagement plan, including the following activities:

- 1) Leverage stakeholders identified by DC Broadband and Digital Equity Office leadership, recommendations from local government leaders, digital equity practitioners, and desk research to identify a broad range of broadband stakeholders to include in the information-gathering process (as defined in the May 13 BEAD NOFO)

E.g., regional and local government leaders, service providers, citizens, electric companies, electric co-ops, community organizations, equity-focused organizations (especially those focused on serving covered populations), nonprofits, civil society leaders, workforce and labor organizations, housing associations, and community college and university contacts (**Note:** District to lead engagement with ISPs and other private sector companies);

- 2) Synthesize a set of discussion topics and questions that can inform development of the strategy, Five-year Action Plan, and the State Digital Equity Plan;
- 3) Identify potential channels (in-person and digital) and forums to engage stakeholders, including focusing on meeting community groups where they are; and
- 4) Develop a comprehensive stakeholder engagement approach and plan (e.g., process, timelines, channels, preparation materials, communications) for engagement with DC stakeholders which includes:
 - a) Determining the most effective engagement channel for the target participants, especially covered populations, and focus of the engagement, e.g.:
 - i. Community listening sessions (in person, virtual, telephone)
 - ii. Webinars
 - iii. Multi-modal survey
 - b) Identifying locations and preparing facilitation leads for each session (DC Office of Broadband and Digital Equity and facilitators from Team McKinsey);
 - c) Synthesizing information, perspectives, feedback, and data collection from Stakeholders; and
 - d) Creating potential rules/guardrails on scope and process to ensure efficient and effective use of time and resources

C.5.1.3 Stakeholder Engagement Summary Report

The Contractor shall **prepare, and** be prepared to revise as requested by DC, a variety of presentation materials, facilitation support, note taking, and synthesis of key themes, insight, and quotes into a Stakeholder Engagement summary report.

C.5.1.3.1 Stakeholder Engagement Summary Report Activities

Contractor shall execute the agreed stakeholder engagement plan and engage DC stakeholders, as described in C.5.1.1, which includes preparing presentation materials, facilitation support, and note taking.

C.5.1.3.2 Contractor shall synthesize the raw notes, to capture key themes, insights and illuminating quotes per stakeholder group and per Ward; and according to the key questions laid out in the BEAD Five-year Action Plan and state Digital Equity Plan guidance during and subsequent to the completion of stakeholder engagement events.

C.5.1.3.3 Contractor shall develop a report which summarizes the stakeholder engagement completed, key themes, quotes, organized along key dimensions which convey the holistic story that is told by the listening session participants.

C.5.1.3.4 Contractor shall include an appendix which incorporates raw notes for the District's ongoing research.

C.5.2 DATA COLLECTION AND ASSET MAPPING

C.5.2.1 Analyze Public Data Sources to Access Baseline Needs

The Contractor shall conduct research, Data collection and Asset Mapping

C.5.2.1.1 The Contractor shall analyze public data sources (e.g., current FCC Broadband Data Maps, American Community Survey (ACS), the National Telecommunications and Information Administration (NTIA) Indicators of Broadband Need Map, Universal Service Administrative Company (USAC) to assess baselines across infrastructure availability, adoption, device access, affordability, and Affordable Connectivity Program (ACP) uptake.

C.5.2.1.2 The Contractor shall develop framework to identify and model the costs for expanding last mile coverage to unserved and underserved Broadband Serviceable Locations (BSLs) in DC, and the cost to ensure every DC household has at least 2 affordable, high speed broadband options, which meet the performance thresholds identified in the BIL.

C.5.2.1.3 The Contractor shall survey DC Community Anchor Institutions (CAIs) to understand existing service levels, perspectives on quality of service received, and target service types and aspirational quality and price.

C.5.2.1.4 The Contractor shall identify eligible Community Anchor Institutions (eCAIs) as defined by BIL.

C.5.2.1.5 The Contractor shall conduct preliminary cost and subsidy modeling for last mile to connect eCAIs.

C.5.2.1.6 The Contractor shall size the high-level / approximate number of multiple dwelling units (MDUs) that may require inside wiring installation and upgrades, to be considered fully served locations under BIL.

C.5.2.1.7 The Contractor shall conduct preliminary cost modeling for MDU inside wiring or wireless connectivity.

C.5.2.1.8 The Contractor shall conduct detailed asset mapping (program type, location, costs) of all DC digital equity asset, program, tools, including programming offered by other DC agencies.

C.5.2.1.9 Analyze Public Data Sources to Access Baseline Needs Activities

Contractor shall analyze FCC National maps data (joined to the DC fabric) to assess baseline infrastructure availability across the District to:

- 1) Determine unserved, underserved, and served counts across the District and by Ward;
- 2) Determine technology available that provides reliable broadband across the District, and by Ward; and
- 3) Determine the distribution of number of providers of reliable broadband by location, across the District and by Ward.

C.5.2.2 Develop Framework to Model Costs for Expanding Last Mile Coverage

The Contractor shall develop framework to identify and model the costs for expanding last mile coverage to unserved and underserved Broadband Serviceable Locations (BSLs) in DC, and the cost to ensure every DC household has at least 2 affordable, high speed broadband options, which meet the performance thresholds identified in the BIL.

C.5.2.2.1 Develop Framework to Model Costs for Expanding Last Mile Coverage Activities

C.5.2.2.2 Contractor shall analyze the latest FCC national broadband map to identify all unserved and underserved broadband serviceable locations in DC.

C.5.2.2.3 Contractor shall analyze the detailed, location-level cost modeling data that will be provided to the District by NTIA to determine costs for expanding last mile coverage to unserved and underserved BSLs in DC – per BSL and in aggregate.

C.5.2.2.4 Contractor shall assess cost ranges driven by potential cost pressures (e.g., labor shortages, material cost fluctuations), which could make actual costs deviate from modeled costs provided in the data from NTIA.

C.5.2.2.5 Contractor shall analyze the number of DC residents at 150% of the FPL and 200% of the FPL to determine number of residents for which \$30, \$40, and \$50 monthly broadband plans are affordable.

C.5.2.2.6 Contractor shall analyze the detailed, location-level cost modeling data that will be provided to the District by NTIA to determine costs to ensure every DC household has at least two affordable, high speed broadband options, which meet the performance thresholds identified in the BIL (e.g., thresholds for reliable broadband) guided by the District on the definition of affordable broadband.

C.5.2.3 Survey DC Community Anchor Institution (eCAIs)

The Contractor shall survey DC Community Anchor Institutions (CAIs) to understand existing service levels, perspectives on quality of service received, and target service types and aspirational quality and price.

C.5.2.3.1 Survey DC Community Anchor Institution (eCAIs) Activities

C.5.2.3.2 Contractor shall leverage OCTO / DC data and publicly available datasets to identify CAIs in the District

- 1) We will create an online survey to capture needed information including questions on existing service levels, perspectives on quality of service received, target service types and aspirational quality and price;
- 2) We will draft emails for sharing the CAI survey widely; and
- 3) We will synthesize and analyze the feedback received in the survey and provide leadership with 3 - 4 potential next steps as it relates to CAI connectivity and the BEAD program.

C.5.2.4 Identify Eligible Community Anchor Institutions (eCAIs)

The Contractor shall identify eligible Community Anchor Institutions (eCAIs) as defined by BIL.

C.5.2.4.1 Identify Eligible Community Anchor Institutions (eCAIs) Activities

C.5.2.4.2 Contractor shall leverage OCTO / DC data and publicly available datasets to identify CAIs in the District.

C.5.2.4.3 Contractor shall leverage survey (described in C.5.5) results received ahead of the target completion date for the draft framework and sample content for the BEAD Five-year Action Plan to provide an initial perspective on eligible CAIs.

C.5.2.4.4 Contractor shall leverage FCC National broadband map data to conduct an analysis to identify CAI locations that are proximate to BSLs past by technologies capable of delivering Gigabit symmetrical speeds.

C.5.2.4.5 Contractor shall synthesize across the survey data and the analysis results to produce a view of eligible CAIs in the District.

C.5.2.5 Conduct Preliminary Cost and Subsidy Modeling for Last Mile to Connect eCAIs The Contractor shall conduct preliminary cost and subsidy modeling for last mile to connect eCAIs.

C.5.2.5.1 Conduct Preliminary Cost and Subsidy Modeling for Last Mile to Connect eCAIs Activities

C.5.2.5.2 Contractor shall analyze NTIA provided cost modeling data to estimate the cost and subsidy for last mile build to each eCAI Leveraging the eligible CAIs identified via the activities defined in C.5.6.

C.5.2.5.3 Contractor shall estimate a cost range for the aggregate potential costs and subsidies required leveraging expert perspectives on potential cost pressures (e.g., workforce shortages, impact of supply chain constraints, etc.).

C.5.2.6 Size the Approximate Number of Multiple Dwelling Units (MDUs)

The Contractor shall size the high-level / approximate number of multiple dwelling units (MDUs) that may require inside wiring installation and upgrades, to be considered fully served locations under BIL.

C.5.2.6.1 Size the Approximate Number of Multiple Dwelling Units (MDUs) Activities

C.5.2.6.2 Contractor shall leverage existing DC-specific data and FCC National Broadband map fabric data to estimate the number and types of MDUs in DC.

C.5.2.6.3 Contractor shall align on an approach, leveraging available data and feedback from OCTO experts, to identify MDUs that require inside wiring based on the availability of a combination of potential inputs, which may include building age, location, function, local property values; and which may include sampling via phone calls, a short survey, and

select field visits (up to 10).

- C.5.2.6.4** Contractor shall use the agreed approach to provide a range on the number of MDUs that may require wiring installation and upgrades.
- C.5.2.7** **Conduct Cost Modeling for MDU Inside Wiring or Wireless Connectivity**
The Contractor shall conduct preliminary cost modeling for MDU inside wiring or wireless connectivity.
- C.5.2.7.1** **Conduct Cost Modeling for MDU Activities (Wiring Installation and Upgrades)**
- C.5.2.7.2** Contractor shall leverage existing DC-specific data and FCC National Broadband map fabric data to estimate the number and types of MDUs in DC.
- C.5.2.7.3** Contractor shall align on an approach, leveraging available data and feedback from OCTO experts, to identify MDUs that require inside wiring based on the availability of a combination of potential inputs, which may include building age, location, function.
- C.5.2.7.4** **Conduct Preliminary Cost Modeling for MDU Activities (Wiring or wireless Connectivity)**
- C.5.2.7.5** Contractor shall align with DC Office of Broadband and Digital Equity leadership on priority areas of the District, and priority MDU types to assess inside wiring
- C.5.2.7.6** Contractor shall align with DC Office of Broadband and Digital Equity leadership on a potential approach to refine the existing per-MDU inside wiring or wireless cost modeling approach, which may include sending an engineer to up to 10 local MDUs to assess the scope of the need and determine if any refinements are necessary to the existing modeling approach (relying on DC to coordinate building access)
- C.5.2.7.7** Contractor shall provide a cost range for inside wiring or wireless connectivity leveraging the estimates on the number and types of MDUs described in C.5.8, and the per-MDU cost model and cost ranges.
- C.5.2.8** **Conduct Detailed Asset Mapping**
The Contractor shall conduct detailed asset mapping (program type, location, costs) of all DC digital equity asset, program, tools, including programming offered by other DC agencies.
- C.5.2.8.1** **Detailed Asset Mapping Activities**
- C.5.2.8.2** Contractor shall interview DCNet experts and leaders and leverage publicly available and existing state data to inventory and map the existing broadband asset base.
- C.5.2.8.3** Contractor shall use state data to document roof-top access the District makes available to providers.

C.5.2.8.4 Contractor shall conduct interviews with DCNet to inventory all other broadband deployment assets, including District owned structures and utility infrastructure that providers could utilize at low- or no-cost for broadband deployment (e.g., towers, water towers, silos, buildings, utility poles); Existing rights of way; Conduits or dark fiber deployed by the District.

C.5.2.8.5 Contractor shall leverage external data sets, desk research, interviews with select agency leaders, local digital equity feedback to synthesize digital inclusion assets / digital equity programs and locations, including:

1. A segmentation by type of program and the barrier addressed, across infrastructure availability, affordability, the online accessibility and inclusivity of public resources and services; digital literacy; awareness of, and the use of, measures to secure online privacy and cybersecurity; availability and affordability of consumer devices and technical support for those devices; and digital skills training and utilization –
2. Population served, especially covered populations
3. Programs that provide digital literacy and digital skills training
4. Digital skills training in service of workforce development
5. Programs that provide subsidized or low-cost devices (e.g., computers, tablets)
6. Digital Navigator programs
7. Programs that conduct awareness and outreach activities of digital inclusion programming and resources (e.g., marketing and awareness campaigns)
8. Existing ISP programs that promote adoption (e.g., adoption campaigns, lifeline, low-cost plans, digital inclusion initiatives)
9. Incentives (e.g., subsidies, tax benefits) for incorporation of broadband across different sectors (e.g., education, agriculture, economic development, telemedicine)
10. Public computing labs
11. Loaner computer/hotspot programs
12. Programs that offer discounted or low-cost devices with affordable maintenance costs
13. K-12 school system one-to-one computer programs
14. Computer refurbishing programs; and/or
15. Digital equity/inclusion coalitions

C.5.3 **INPUTS FOR FIVE-YEAR ACTION PLAN AND DIGITAL EQUITY PLAN**
Contractor shall provide inputs for developing a holistic five-year Action Plan and Digital Equity Plan development.

C.5.3.1 **Synthesize Baseline Research and Asset Mapping**
The Contractor shall provide synthesis of baseline research and asset mapping to answer key questions posed in the NTIA NOFO and BEAD and Digital Equity Plan guidance

C.5.3.1.1 **Synthesize of Baseline Research and Asset Mapping Activities**
Contractor shall synthesize the critical insights from the baseline research described in C.5.2 according to the insights it provides on the key sections described in the BEAD guidance and the Digital Equity Plan guidance.

- C.5.3.1.2** Contractor shall synthesize a description of each asset identified (as described in C.5.2) according to the requirements described in the BEAD five-year action plan guidance and the Digital Equity Plan guidance on the asset inventory.
- C.5.3.1.3** Contractor shall draft select content for review by DC Office of Broadband and Digital Equity leadership, sharing both the draft text and the fact base on which it is based; and where appropriate, include charts/graphs that enhance the description of research.
- C.5.3.2** **Develop KPIs Against Digital Equity Vision and Assess Potential Impact**
The Contractor shall draft measurable objectives and KPIs for consideration, that tie to DC's broadband and digital equity vision; and assessment of the potential impact of broadband and Digital Equity funding on state's related goals/plans/outcomes.
- C.5.3.2.1** **Develop KPIs Against Digital Equity Vision and Assess Potential Impact Activities**
- C.5.3.2.2** Contractor shall synthesize a comprehensive list of metrics for (a) documenting and baselining broadband and digital equity gaps; and (b) capturing impact of digital inclusion programming, leveraging insights from broadband experts and via a literature review, across:
- a) Infrastructure availability / access
 - b) Affordable subscriptions
 - c) Online accessibility and inclusivity of public resources and services
 - d) Digital literacy
 - e) Awareness of, and the use of measures to secure the online privacy and
 - f) cybersecurity
 - g) Availability and affordability of devices and tech support
- C.5.3.2.3** Contractor shall augment the initial list of metrics with any additional metrics identified and prioritized by community members, stakeholder organizations, and digital equity initiatives that are gathered through stakeholder engagement.
- C.5.3.2.4** Contractor shall leverage public data sets (e.g., Census data, NTIA data) and survey data to determine the baseline for and analyze priority metrics, segmented for each covered population (subject to data granularity and availability constraints).
- C.5.3.2.5** Contractor shall assess gaps across geographic areas (Wards where possible), and across population segments, with a focus on covered populations to identify priority areas of focus for a deeper barriers assessment and intervention design.
- C.5.3.2.6** Contractor shall conduct a survey as part of the broader data collection activities to capture quantitative and qualitative data to identify and understand barriers in coordination with the stakeholder engagement requirement/task (C.5.1) to:
- 1) infrastructure availability / access;
 - 2) affordable subscriptions;
 - 3) online accessibility and inclusivity of public resources and services;
 - 4) digital literacy; awareness of, and the use of measures to secure the online privacy and cybersecurity; and
 - 5) availability and affordability of devices and tech support, which will inform metric baselining and prioritization.

C.5.3.3 Provide Potential Deployment and Digital Equity Strategies

Contractor shall provide synthesis of potential deployment and digital equity strategies for DC's consideration, based on common practices in other states.

C..5.3.3.1 Provide Potential Deployment and Digital Equity Strategies Activities

Contractor shall jointly with DC Office Broadband and Digital Equity leadership select three cities or states for a more specific synthesis deployment and digital equity strategies.

C.5.3.3.2 Contractor shall review and synthesize select public documentation on common practices in deployment and digital equity strategies, and where available in the select documentation, provide a synthesis of published impact.

C.5.3.3.3 Contractor shall highlight areas where needs, gaps and priorities of DC may align with these dimensions in the select states.

C.5.3.4 Provide Implementation Plan and Timeline for BEAD and Digital Equity

Contractor shall provide synthesis of implementation plan and timeline options for BEAD and Digital Equity, based on the DC current state and common practices in other states.

C.5.3.4.1 Provide Implementation Plan and Timeline for BEAD and Digital Equity Activities

Contractor shall outline and review with DC Office Broadband and Digital Equity leadership the required components of the BEAD five-year action plan and the Digital Equity Plan, based on the guidance provided by NTIA. For the BEAD Five-year Action Plan, contractor shall:

1. Synthesize the stakeholder engagement plan developed in C.5.1 for inclusion into the implementation plan.
2. Contractor shall synthesize leadership decisions on ongoing stakeholder engagement for inclusion in the implementation plan.
3. Contractor shall synthesize leadership decisions on priorities and strategies, leveraging the common practices developed in C.5.3.3 and digital equity priorities and metrics described in C.5.3.2.
4. Based on the number of unserved and underserved locations in DC and typical deployment timelines, Contractor shall estimate the timeline for buildout under different scenarios of labor shortages and supply chain impacts, which could impact timeliness of deployment

C.5.3.4.2 Provide Implementation Plan and Timeline for BEAD and Digital Equity (DC Digital Equity Plan) Activities

Contract shall:

1. Provide examples derived from common practices in cities and other states for potential core activities to achieve the District's goals and objectives.
2. Provide examples derived from common practices in cities and other states on measures to ensure the plan is sustainable and effective across communities.
3. Provide examples derived from common practices in cities and other states on mechanisms to ensure the plan is regularly evaluated and updated.

4. Based on the number of DC residents facing challenges to digital equity, funding put toward closing digital equity gaps, and based on the current capacity of digital equity programs and the potential to scale that capacity, we will provide timeline options for the duration of the Digital Equity Act funding programming.

C.5.3.5 Identify Common Practices and Support Design of Challenge Process

The Contractor shall identify common practices for ensuring an available, diverse and highly skilled workforce (including by subgrantees, contractors, and subcontractors) to minimize project disruptions. The Contractor shall support the design of a transparent and expeditious challenge process; synthesize an evidence-based, fair assessment criteria and rubric (as required by the BEAD NOFO “Challenge Process”).

C.5.3.5.1 Identify Common Practices and Support Design of Challenge Process Activities

C.5.3.5.2 Contractor shall jointly with DC Office Broadband and Digital Equity leadership select three cities or states for a synthesis of common practices to ensure an available, diverse and highly skilled workforce (including by subgrantees, contractors, and subcontractors), by completing the following activities:

- 1) Interviewing experts identified by the McKinsey small business, and DEI experts, and reviewing case studies from work done in top states, and research on approaches; and
- 2) Completing desk research and interviews to identify workforce development common practices and organizations in DC that focus on worker development, training / skilling.

C.5.3.5.3 Contractor shall support the design of a transparent and expeditious challenge process; synthesize an evidence-based, fair assessment criteria and rubric (as required by the BEAD NOFO “Challenge Process”):

1. Synthesize the guidance provided from NTIA in the model challenge process guidance
2. Share common practices and criteria for assessing evidence that can be used to evaluate submitted materials
3. Synthesize the DC Office of Broadband and Digital Equity’s choices in codifying its guidelines for challenge process, including on the following:
 - a) Overall timelines
 - b) Data/evidentiary requirements necessary for participating in the challenge process
 - c) Challenge criteria

C.5.3.6 Synthesize Common Practices and Incorporate the District’s Decisions Across Sub-Grantee Processes

The Contractor shall synthesize common practices, incorporate the District’s decisions into the requirements for sub-grantees, and the process and data tracking methods to ensure subgrantees use strong labor standards, ensure inclusion of minority businesses and women-owned business enterprises, reduce costs and barriers to deployment, and design a low-cost plan that the District can require of subgrantees for receiving BEAD funding.

C.5.3.6.1 Synthesize Common Practices and Incorporate the District's Decisions Across Sub-Grantee Processes Activities

Contractor shall support the District in the design of its subgrantee selection process by:

- 1) Synthesize the guidance provided from NTIA in the model challenge process;
- 2) Share common practices and criteria for assessing evidence that can be used to evaluate submitted materials, based on expert guidance and common practices among 3 states (jointly selected with DC Office of Broadband and Digital Equity leadership); and
- 3) Synthesize the DC Office of Broadband and Digital Equity's choices in codifying its sub-grantee selection process, including on the following:
 - a) Overall timelines
 - b) Subgrantee selection criteria

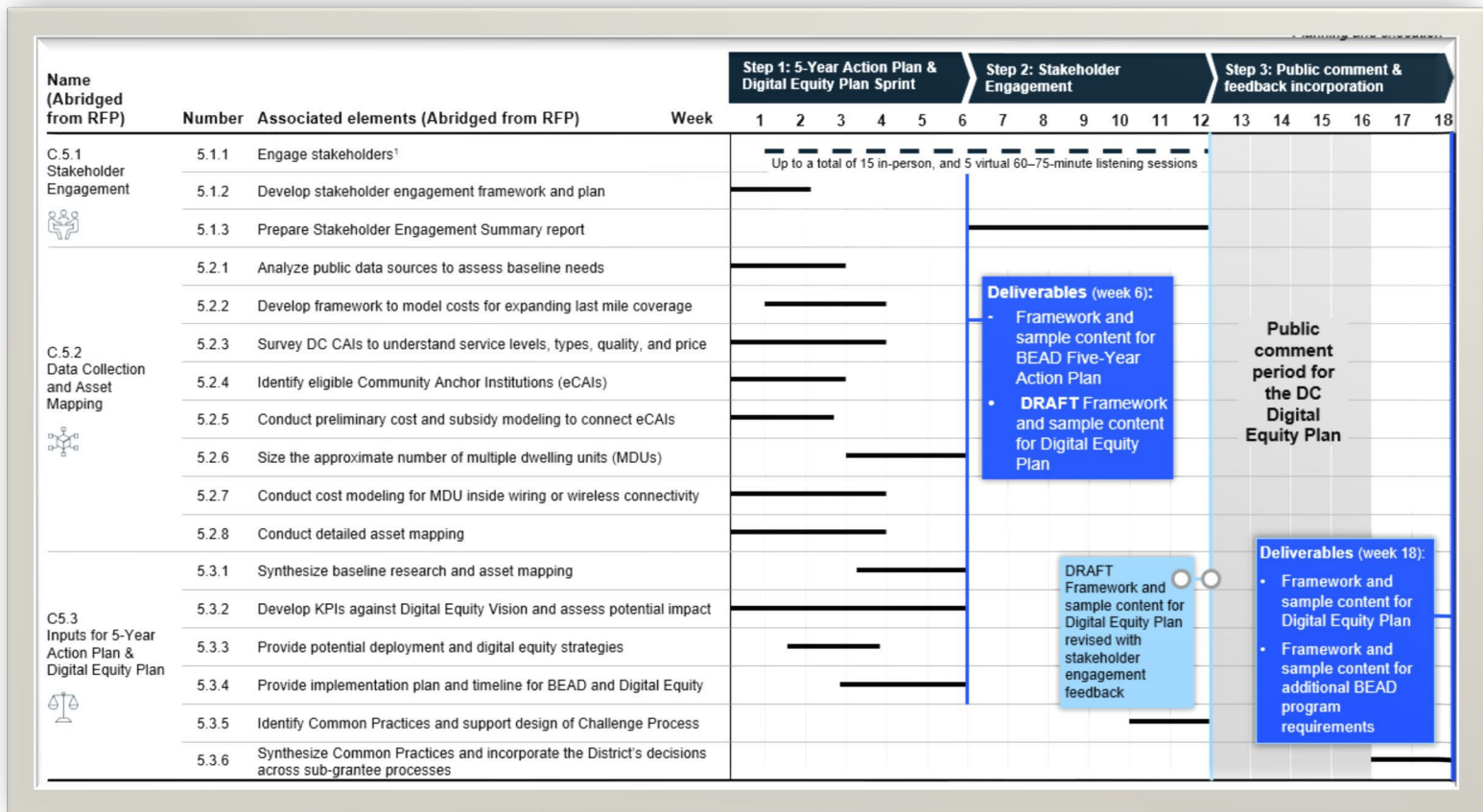
C.5.3.6.2 Contractor shall support the design of a low-cost plan by:

- 1) Contractor shall assess common practices in 2-3 other states and jurisdictions (jointly selected with DC Office of Broadband and Digital Equity leadership); and
- 2) Leverage the data and analysis described in 5.2 and conduct analyses on income levels and potential pricing to determine the expected impact of 2 – 3 low-cost plan scenarios on adoption.

C.5.3.6.3 Contractor shall leverage insights from McKinsey experts and synthesize common practices from three states to provide DC Office of Broadband and Digital Equity leadership with common practices to reduce cost and barriers to deployment via:

- 1) Promotion of the use of existing infrastructure
- 2) Promotion of dig-once policies
- 3) Streamlining permitting processes

C.5.3.6.4 Contractor shall leverage insights from McKinsey experts and synthesize common practices from three states (jointly selected with DC Office of Broadband and Digital Equity leadership) on the creation of a process and data tracking method to ensure subgrantees use strong labor standards and ensure inclusion of minority businesses and women-owned business enterprises.



SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be one year from date of award.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section

CW109110: Digital Equity Planning (BEAD)
G.9 in accordance with the following:

Line-Item No.	Description	Invoice Date
1	Framework and sample content for BEAD Five-year Action Plan	Six Weeks from date of award
2	DRAFT Framework and sample content for Digital Equity Plan (Less feedback from ongoing stakeholder engagement and public comment period)	Six Weeks from date of award
3	Framework and sample content for Digital Equity Plan (incorporating synthesis of 2.5 months of stakeholder engagement feedback and public comment period feedback)	Eighteen (18) Weeks from date of award
4	Framework and sample content for additional BEAD program requirements	Eighteen (18) Weeks from date of award

- F.2.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.10.7 below. The address of the CFO is:

Office of the Chief Technology Officer
Attn: Office of the Controller/Agency CFO
200 I Street S.E.
Washington, D.C. 20003

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.3** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.4** Contract number and invoice number;
- G.2.5** Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;
- G.2.6** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.7** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.8** Name, title, phone number of person preparing the invoice;
- G.2.9** Name, title, phone number and mailing address of person (if different from the person identified in G.2.7 above) to be notified in the event of a defective invoice; and
- G.2.10** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Partial Payment

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.2 Assignment of Contract Payments

G.4.2.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.4.2.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.2 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6 Payments to Subcontractors

G.6.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.6.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 Subcontracting Requirements

The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2- 221.02(d).

G.8 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Heather Reynolds
Office of Contracting and Procurement
200 I Street SE
Washington, DC 20003
Telephone: (202) 256-3872
E-mail: heather.reynolds2@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACT ADMINISTRATOR (CA)

- G.10.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.10.2** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.10.3** Coordinating site entry for Contractor personnel, if applicable;
- G.10.4** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.5** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.7** The address and telephone number of the CA is:

Tehsin Faruk, Chief Operating Officer
200 I Street, S.E.
Washington, D.C. 20003
Phone: (202) 715-3735
Email: tehsin.faruk@dc.gov

- G.10.8** The CA shall NOT have the authority to:
- 1) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 - 2) Grant deviations from or waive any of the terms and conditions of the contract;
 - 3) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4) Authorize the expenditure of funds by the Contractor;
 - 5) Change the period of performance; or
 - 6) Authorize the use of District property, except as specified under the contract.
- G.10.9** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.1.2** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.3** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor is exempt from the Wage Determination No. **2015-4281 Revision 5 dated 03/17/2017**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2.

H.3 PREGNANT WORKERS FAIRNESS

- H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).
- H.3.2** The Contractor shall not:
- 1) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
 - 2) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - a) Pay;
 - b) Accumulated seniority and retirement;
 - c) Benefits; and
 - d) Other applicable service credits;

- 3) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- 4) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- 5) Require an employee to take leave if a reasonable accommodation can be provided; or
- 6) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- 1) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- 2) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - a) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - b) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section: **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRSTSOURCE EMPLOYMENT AGREEMENT** in its place:

51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCEEMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- 1) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 **RESERVED**

H.7 **RESERVED**

H.8 **RESERVED**

H.9 **SUBCONTRACTING REQUIREMENTS**

H.9.1 **Mandatory Subcontracting Requirements**

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs). This contract has received a waiver from the small business enterprise subcontracting requirements outlined herein.

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- 1) The name and address of each subcontractor;
- 2) A current certification number of the small or certified business enterprise;
- 3) The scope of work to be performed by each subcontractor; and
- 4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- 1) The price that the prime contractor will pay each subcontractor under the subcontract;
- 2) A description of the goods procured or the services subcontracted for;
- 3) The amount paid by the prime contractor under the subcontract; and
- 4) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- 1) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - 2) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - 3) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - 4) To employers that employ less than 11 employees.

- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

i. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

ii. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

iii. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor’s business.

iv. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

v. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section I.5.ii, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section I.5.ii of this clause. For all computer software furnished to the District with the restricted rights specified in section I.5.ii of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section I.5.ii of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

vi. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data. Except for claims, demands, and actions for personal injury or death or the Contractor's gross negligence or willful misconduct, in no event shall the Contractor's liability in connection with this contract exceed the fees received by the Contractor from the District

under this contract. Neither party will be liable for any indirect, consequential, incidental, punitive or special damages.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- B. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- C. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- E. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- F. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- G. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- 1) An applicable Court Order, if any
- 2) Contract document
- 3) Standard Contract Provisions
- 4) Contract attachments other than the Standard Contract Provisions
- 5) IFB, as amended
- 6) Bid

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- 1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- 2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

- 3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - 4) The CO's written decision shall do the following:
 - i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - 5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - 6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - 7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- 1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - 2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact,

although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - 3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - 4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - 5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - 6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

- a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree

upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

- b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - 1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - 2) Obtains a certification of funding to pay for the additional work;
 - 3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - 4) Provides the Contractor with written notice of the funding certification.
- c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - 1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - 2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - 3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- 2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - a) employment, upgrading or transfer;
 - b) recruitment, or recruitment advertising;
 - c) demotion, layoff or termination;
 - d) rates of pay, or other forms of compensation; and
 - e) selection for training and apprenticeship.
- 3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- 4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- 5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for

purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- 7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- 8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- 9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.2 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No.: 2015-4281 Revision No.:26 Dated 05/10/2023
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 – Latest Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Latest Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Clean Hand Certificate to be obtained at: https://mytax.dc.gov/_/
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.10	First Source Initial Employment Agreement Non-Construction (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”