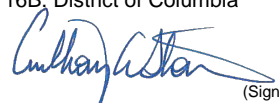


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Solicitation Number CFOPD-22-R-016		Page of Pages 1 Plus Attachments A and B	
2. Amendment/Modification Number Amendment No. 1	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption IT Security Assessment and Penetration Testing		
6. Issued by: Code		7. Administered by (If other than line 6)			
Office of the Chief Financial Officer (OCFO) Office of Contracts 1100 4 th Street SW Suite E620 Washington, DC 20024					
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL POTENTIAL OFFERORS		X	9A. Amendment of Solicitation No. CFOPD-22-R-016		
Code Facility			9B. Dated (See Item 11) December 9, 2021		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning a <u>1</u> written copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
The above referenced solicitation to provide IT Security Assessment and Penetration Testing is hereby amended to incorporate the following changes: <ul style="list-style-type: none"> A. The District's responses to Offeror questions received (Attachment A); B. Changes to the Solicitation (Attachment B); C. The due date to request a Department of Small and Local Business Development (DSLBD) waiver of the subcontracting requirements is hereby extended to 2:00pm, EST, January 10, 2022; D. The closing date of the Solicitation is hereby extended to 2:00pm, EST, January 24, 2022. <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer			
		Anthony A. Stover, CPPO			
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				Dec 28, 2021	
		(Signature of Contracting Officer)			

Attachment A

CFOPD-22-R-016 – IT Security Assessment and Penetration Testing

Set forth below are the District's responses to Offeror questions:

1. What are the DC license requirements?

Response: The Offeror shall register and be in compliance with the regulations of the Office of Tax and Revenue (OTR), Department of Employment Services (DOES), and Department of Consumer and Regulatory Affairs (DCRA). You can access this information via the following website:

https://mytax.dc.gov/_/

2. Regarding Section C.4.8 – Could you please clarify if the work is performed on contractor owned devices or Government Furnished Equipment (GFE)?

Response: GFE may be provided to the Contractor on a given task order but depending upon the task order issued under this contract the Contractor may be required to perform work on a Contractor owned device (such as for an external penetration test).

3. Regarding General testing and reporting – Are the deliverables required in addition to a typical pen testing final report? Once each assessment has been completed and addressed, is re-testing required?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

4. For network penetration testing – For each network type, what is the size of the IP address space? This should include the entire range you own (both used and unused IPs), and is generally provided in the for of a subnet/netblock size (e.g./24,/26, etc.)

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

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5. Regarding network penetration testing – For each network type, approximately how many live systems with a least one active service are exposed and reachable from the intended scope (e.g. internal, external)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

6. Regarding network penetration testing – Is a zero-knowledge discovery of your IPs desired, rather than you providing the list of target IPs?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

7. Regarding network penetration testing – For internal network assessments can remote access be provided (e.g VPN or a remote access appliance), or is travel for onsite testing required? If travel, what are the addresses for each location?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

8. Regarding network penetration testing – Can the assessment be performed during normal business hours?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

9. Regarding web app testing – Approximately how many web applications are in scope?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

10. Regarding web app testing – For each web app, can you please briefly describe the business purpose of the application and key features?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

11. Regarding web app testing – For each we app, what types of data are handled by the application (confidential, public, etc.)? Please also briefly describe the data elements that are considered confidential or PII.

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

12. Regarding web app testing – For each web app, what roles of levels of access are in-scope? (e.g. read only, read-write, admin, etc.). If permissions are highly granular, then please describe the more common permission sets used.

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

13. Regarding web app testing – For each web app, from the perspective of all types of in-scope user roles navigating the applications, approximately how man dynamic pages in total are there? API endpoints? REST endpoints? HTTP methods for each endpoint?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

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14. Regarding web app testing – Is travel for onsite testing required? If travel, what are the addresses for each location?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

15. Regarding web app testing – Can the assessment be performed during normal business hours?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

16. Regarding code review – Approximately how many lines of source code, by language, would be in scope for grey/white-box testing?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

17. Regarding code review – Can all un-compiled custom source code be made available for analysis? Can a compiled build and dependent libraries be made available for the analysis?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

18. Regarding code review – Can the assessment be conducted remotely? If not, please provide the location(s) of where the review must be conducted.

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

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19. Regarding mobile app review – For each mobile app, can you please briefly describe the mobile application and how it is used by the business?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

20. Regarding mobile app review – What mobile platforms(s) (iOS, Android, etc.) and OS version(s) are supported?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

21. Regarding mobile app review – Are applications required to run on a specific mobile device type (i.e. phone tablet, etc.)? Are there specific device model requirements? (i.e. iPhone 8, XS, etc.)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

22. Regarding mobile app review – Can you please list the mobile technologies used (iOS/Objective-C, Swift; Android/Java; frameworks such as PhoneGap or Xamarin, etc.)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

23. Regarding mobile app review – For each mobile app, how many screens make up the mobile client User Interface?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

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24. Regarding mobile app review – Do any of the applications implement anti-jailbreak/rooting, anti-debugging, or obfuscation controls? If yes, is attempted bypass of these controls in scope for this assessment? Can an application build also be provided with these controls disabled?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

25. Regarding wireless testing – How many SSIDs are in scope and what are their roles (e.g. Corp, Guest, etc.)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

26. Regarding wireless testing – What is the business used for each SSID?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

27. Regarding wireless testing – How many locations are in scope? Provide addresses of each location that needs to be tested, along with the floor numbers per location.

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

28. Regarding wireless testing – Of the SSIDs in scope how many have active clients? If the in-scope service sets cannot be expected to be active during the time of the assessment, can you provide test clients with which to work with?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

29. Regarding wireless testing – If compromising the internal domain via Wi-Fi attack vectors is in-scope, how far should the instruction go?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

30. Regarding phishing/vishing – What is the goal of the engagement (fingerprint user, determine who is susceptible or willing to click a link, provide credentials, download a file, install an implant/malware, etc.)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost..

31. Regarding phishing/vishing – Are there specific scenarios that should be tested (tech support request, external partner request, secure file download, training seminar, trade conference, etc.)?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

32. Regarding phishing/vishing – Will the list of contracts be provided? Or will recon need to be performed to create a list of potential contracts?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

33. Regarding phishing/vishing – Approximately how many contracts will be in scope for the phishing/vishing campaign?

Response: This is dependent upon the individual task order issued under the contract. Once the contract is awarded, the District will issue Task Order's as needed with specific requirements and details as to what is needed. At that time the Contractor will provide the District with its estimated Level of Effort (LOE) outlining their approach and cost.

[End of Questions]

Attachment B

CFOPD-22-R-016 – IT Security Assessment and Penetration Testing

Changes to the Solicitation

The following changes has been made to the solicitation:

A. **Section H.3** is hereby **deleted and replaced** to read as follows:

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.
- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise 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.

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- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the Beneficiary to the subcontractor.

H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.

H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.

H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.

H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:

- (a) The price to be paid by the contractor to the subcontractor;
- (b) A description of the goods procured or the services contracted for;
- (c) The amount paid by the contractor to the subcontractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall go to <https://dslbd.dc.gov> → Scroll down to SBE Forms under the section ‘Stay in Compliance’ → Click on that link & select ‘District Agency Compliance’ in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.

H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.

H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.

H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary’s efforts to secure involvement by Certified Business Enterprises, no later than [*enter deadline here*]. The Contracting Officer will, in turn, use the Beneficiary’s information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of

the waiver by the Director of the Department of Small and Local Business Development.

- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
- i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In addition to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.
- (b) “Government-assisted project” means:
 - i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
 - ii. A project funded in whole or in part by District funds;
 - iii. A project that receives a loan or grant from a District agency;
 - iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
 - v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
 - vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.