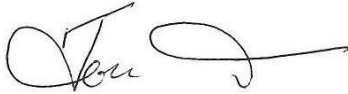


|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------|-------------|
| <b>AWARD/CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                   |                                                                  |      | 1. Caption – CBE Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           | Page 1 of 26                                                                           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                   |                                                                  |      | CBE Set-Aside                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |                                                                                        |             |
| 2. Contract Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   | 3. Effective Date                                                |      | 4. Solicitation/Requisition/Purchase Request/Project No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                                                                        |             |
| CW97802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                   | See Block 20C.                                                   |      | MOBIS202124                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |                                                                                        |             |
| 5. Issued By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                   |                                                                  | Code | 6. Administered by (If other than line 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                                                                                        |             |
| Office of Contracting and Procurement<br>DC Supply Schedule<br>441- 4 <sup>th</sup> Street, NW, Suite 330 - South<br>Washington, DC 20001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| 8. Name and Address of Contractor (No. Street, City, County, State and Zip Code)<br>Captivate Perspectives Corporation<br>700 12 <sup>th</sup> Street NW, Suite 700<br>Washington, DC 20005<br>Attn: Tony D. Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                   |                                                                  |      | 8. Delivery<br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Delineated in each Task Order)                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |                                                                                        |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                   |                                                                  |      | 9. Discount for prompt payment<br>Net 30 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |                                                                                        |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                   |                                                                  |      | 10. Submit invoices to the Address shown in<br>(2 copies unless otherwise specified)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                                                                                        | Item        |
| DUNS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                   | FEIN                                                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| 11. Ship to/Mark For                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                   | Code                                                             |      | 12. Payment will be made by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           | Code                                                                                   |             |
| See Task Order/Delivery Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                   |                                                                  |      | As set forth within individual Task or Delivery Orders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                                                                                        |             |
| 13. Reserved for future use                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                   |                                                                  |      | 14. Accounting and Appropriation Data<br>ENCUMBRANCE CODE: See Task Order/Delivery Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                                                                        |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 15B. Supplies/Services                                                                                                                                                            |                                                                  |      | 15C. Qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 15D. Unit | 15E. Unit Price                                                                        | 15F. Amount |
| 918-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Mission Oriented Business Integrated Services (MOBIS)                                                                                                                             |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Term: 365 days from the date of award.                                                                                                                                            |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The District's obligation is pursuant to the Minimum Order as set forth in the<br>DCSS Terms and Conditions dated February 2010 & Standard<br>Contract Provisions dated July 2010 |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| Total Amount of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           | <input type="checkbox"/> Minimum \$10<br><input type="checkbox"/> Maximum \$10,000,000 |             |
| 16. Table of Contents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| (X)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Section                                                                                                                                                                           | Description                                                      | Page | (X)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Section   | Description                                                                            | Page        |
| PART I – THE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1                                                                                                                                                                                 | Services or Supplies and Prices                                  | 2    | X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 7         | Confirmation and Agreement                                                             | 25          |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2                                                                                                                                                                                 | Specifications/Work Statement                                    | 4    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3                                                                                                                                                                                 | Deliveries or Performance                                        | 7    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4                                                                                                                                                                                 | Contract Administration Data                                     | 9    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 5                                                                                                                                                                                 | Order of Precedence Attachments                                  | 23   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 6                                                                                                                                                                                 | Representations, Certifications and Other Statements of Offerors | 24   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| Contracting Officer will complete Item 17 or 18 as applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                   |                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                                        |             |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                                                                                                                                                                                   |                                                                  |      | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>MOBIS202124</b> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and all terms and conditions thereto, (b) your offer, and (c) this award/contract. No further contractual document is necessary |           |                                                                                        |             |
| 19A. Name and Title of Signer (Type or print)<br>Tony D. Johnson<br>President and CEO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                   |                                                                  |      | 20A. Name of Contracting Officer<br><br>James A. Webb                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                                                                                        |             |
| 19B<br>(Signature)<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                   | 19C. Date Signed<br><br>1/30/2023                                |      | 20B. District of Columbia<br>(Signature)<br><br>James A. Webb                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | 20C. Date Signed<br><br>2.2.23                                                         |             |



## **SECTION1**

### **SERVICES OR SUPPLIES AND PRICES**

#### **1.1 DESCRIPTION**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies shall award this contract to provide Mission Oriented Business Integrated Services (MOBIS). The Contractor shall provide the services and supplies in support of District agencies Mission Oriented Business Integrated Services functions, which may include studies, analyses and reports documenting developmental, consultative or implementation efforts.

#### **1.2 CONTRACT TYPE**

The District's award of this contract shall establish a District wide, multiple awards, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The contract will constitute a District of Columbia Supply Schedule (DCSS).

This contract will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in an individual Task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

#### **1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT**

The Contractor has adopted a partial list of the Mission Oriented Business Integrated Services price list, and labor categories and labor descriptions, of the following federal multiple award contract:

Federal Schedule No.: 541611  
Federal Schedule Contract No.: GS-00F-008DA  
Federal Contractor Name: Booz Allen Hamilton

The contractor had adopted the partial list of the MOBIS price list. The labor-category descriptions for the contract are included in the adopted Booz Allen Hamilton which is available on the OCP shared P-drive as:

DCSS-SCAN01- MOBIS- CW97802 – Captivate Perspectives Corporation

#### **1.4 REQUIRED CBE INFORMATION**

The Contractor's CBE certification number is LSD13643042024.

## **1.5 ORDERING LIMITATIONS AND INFORMATION**

The services and supplies shall be provided only as authorized by the Task Orders (TO) issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions, February 2010.

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of task orders that may be issued. The District may issue task orders for required services or products for multiple projects at multiple locations simultaneously.

## **1.6 PRICING**

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the offer letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is NTE \$10,000,000.00.

## **1.7 SPECIAL PROVISIONS RELATED TO COVID-19**

- 1.7.1 Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers have been either (i) fully vaccinated against COVID-19 (as defined herein) or (ii) have been granted one of the exemptions identified below, are undergoing weekly COVID-19 testing, and only reporting to the District workplace when such test result is negative.
- 1.7.2 Except as provided in 1.7.3, On-site Contractors may grant to their employees, agents, subcontractors, and supervised volunteers the following exemptions from vaccination against COVID-19:
  - a. Persons who object in good faith and in writing that the person’s vaccination would violate their sincerely held religious beliefs and the granting of the religious exemption would not impose an undue burden consistent with federal law;

- b. Persons who have obtained and submitted written certification from a physician or other licensed health professional who may order an immunization, that being fully vaccinated is medically inadvisable as a result of the person's medical condition. If such condition is temporary, a medical exemption may only be granted until the date on which taking the vaccine would no longer be medically inadvisable; or
- c. Persons who agree to be tested weekly for COVID-19 and provide a negative COVID-19 test result on a weekly basis.

1.7.3 On-site Contractors may only grant to their employees, agents, subcontractors, and supervised volunteers who work in (i) a public, public charter, independent, private, or parochial school in the District, or (ii) a childcare facility regulated by the Office of the State Superintendent of Education, the exemptions described in 1.7.2(a) and (b), and shall not grant those persons the exemption described in 1.7.2(c).

1.7.4 On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under 1.7.2 to wear a mask in the District facility or workplace and to provide the On-site Contractor with a negative COVID-19 test result on a weekly basis in order to report to work at the District facility or workplace.

1.7.5 The District may request a certification of compliance with this provision, proof of vaccination status, exemption documentation, and/or COVID-19 test results from On-site Contractors.

1.7.6 An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.

1.7.7 For purposes of this provision, "fully vaccinated" means a person has received all vaccines and boosters recommended by the CDC.

1.7.8 The Contractor is required to comply with City Administrator's Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

1.7.9 Contractors who provide goods or perform services in person in District of Columbia facilities or worksites ("On-site Contractors") shall ensure that each of their employees, agents, subcontractors, and supervised volunteers comply with City Administrator's Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

## SECTION 2

### SPECIFICATION/WORK STATEMENT

#### 2.1 SCOPE

This IDIQ contract is intended to provide District agencies with the ability to acquire Mission Oriented Business Integrated Services and to serve as the primary vehicle for all District agencies to acquire support for their recurring requirements.

#### 2.2 TYPE OF SERVICES

This IDIQ contract covers Mission Oriented Business Integrated Services (MOBIS) and related products to enable District agencies to improve performance, quality, timeliness and efficiency. These services will facilitate agencies' response to dynamic, evolutionary influences and mandates and will enable them to continuously improve mission performance.

Specifically, under this DCSS, the Contractor shall provide services to support agencies in the implementation and continuation of Mission Oriented Business Integrated efforts. Examples include but are not limited to: quality management; business process reengineering; strategic and business planning; benchmarking; strategic sourcing; activity-based costing; financial management analysis related to an improvement effort; statistical process control; surveys; individual and organizational assessments and evaluations; process improvements; process modeling and simulation; performance measurement; organizational design; change management; development of leadership/management skills; and training in improving customer service and satisfaction.

The Contractor shall provide labor categories, labor descriptions and hourly rates for the following category.

- a. Consultation Services - Services may include expert advice, assistance, guidance or counseling in support of agencies' management, organizational and business improvement efforts. This may also include studies, analyses and reports documenting any proposed developmental, consultative or implementation efforts. Examples of consultation include, but are not limited to:
  - Strategic, business and action planning
  - Systems alignment
  - Cycle time
  - Process and productivity improvement
  - Organizational assessments
  - High performance work
  - Leadership systems

- Performance measures and indicators
- Program audits and evaluations

b. Facilitation Services

Services include facilitation and related decision support services to agencies engaging in collaboration efforts, working groups, or integrated product, process, or self-directed teams. Agencies bringing together diverse teams and groups with common and divergent interests may require a neutral party to assist them in:

- the use of problem solving techniques,
- defining and refining the agenda,
- debriefing and overall meeting planning,
- resolving disputes,
- disagreements,
- divergent views,
- logistical meeting/conference support when performing technical facilitation,
- convening and leading large and small group briefings and discussions,
- providing a draft report for the permanent record,
- recording discussion content,
- focusing decision-making, and
- preparing draft and final reports for dissemination.

c. Survey Services

Services include expert consultation, assistance, and deliverables associated with all aspects of studies and statistical surveys. Contractors shall assist with and perform all phases of the survey process to include, but not limited to:

- development of survey instruments,
- planning survey design sampling,
- pretest/pilot surveying,
- defining and refining the agenda,
- survey database administration,
- assessing reliability and validity of data,
- determining proper survey data collection methodology, and
- administering surveys using various types of data collection methods and analyses of quantitative and qualitative survey data.

Production of reports to include, but not limited to:

- description and summary of results with associated graphs, charts, and tables;
- description of data collection and survey administration methods;
- discussion of sample characteristics and the representative nature of data;
- analysis of non-response; and

- briefings of results to include discussion of recommendations and potential follow-up actions.

d. Training Services

Contractors shall provide off-the-shelf, or customized off-the-shelf training packages to meet specific agency needs related to management, organizational and business improvement services, such as, but not limited to:

- customer service,
- team building,
- process improvement,
- performance measurement,
- statistical process control,
- performance problem-solving,
- business process reengineering,
- quality management,
- change management,
- strategic planning, and
- benchmarking.

e. Support Products

Support products are those items used in support of services delineated above. Support products can be workbooks, training manuals, slides, videotapes, overhead transparencies and software programs. Any support products offered must be supplied in conjunction with the services offered herein.

f. Privatization Support Services and Documentation

These services may include, but are not limited to:

- support, assistance and documentation generation required in the conduct of studies such as development of performance work statements;
- development of quality assurance surveillance plans;
- performance of management studies to determine the government's most efficient organization;
- development of in-house government cost estimates; and
- administrative appeal process support.

## **SECTION 3**

### **DELIVERY AND PERFORMANCE**

#### **3.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

#### **3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. The contractor shall honor the pricing of the GSA Contract referenced in Section 1.3 for the base year and each of the four (4) one-year option periods.
- c. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.
- d. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws or is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.

The total duration of this contract including the exercise of any options under this clause shall not to exceed five (5) years.



### 3.3 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

| <b>NIGP Code</b> | <b>DESCRIPTION OF DELIVERABLE</b>                                           | <b>QUANTITY</b>                                  | <b>DUE DATES</b>                                                                         | <b>FORMAT/MEDIUM</b>                                |
|------------------|-----------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 918              | Quarterly Sales Report                                                      | 2 copies to DCSS Contracting Officer or designee | On or before the 30 <sup>th</sup> day after the preceding three (3) month fiscal quarter | Hard copy. See DCSS Terms & Conditions, Paragraph 2 |
| 918              | Authorized Catalog or Schedule Price List or other Federal Award Price List | 2 copies to each eligible D.C. Agency            | Within 30 business days after award                                                      | See DCSS Terms & Conditions, Paragraph 26           |

*Failure to submit these deliverables may be cause for termination of the contract or the District's decision not to exercise the option to extend its term.*

### 3.4 MAXIMUM CONTRACT CEILING

- a. Pursuant to the DCSS Terms and Conditions (February 2010), Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is NTE **\$10,000,000.00**.
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

### 3.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

## SECTION 4

### CONTRACT ADMINISTRATION DATA

#### 4.1 COMPENSATION AND PAYMENT

- (a) The District will make payments to the contractor upon the submission of proper invoices, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- (b) The District will pay the contractor on or before the 30<sup>th</sup> day after receiving proper invoice form the contractor.

#### 4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit payment requests in electronic format through the DC Contractor Portal [www.contractorportal.dc.gov](http://www.contractorportal.dc.gov) by selecting the applicable purchase order number which is listed on the contractor's profile.
- (b) To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

### **4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- (a) 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 subsection 20e of the DCSS Terms and Conditions.
- (b) No final payment shall be made to the Contractor until the CFO has received the Contracting Officer'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.

### **4.4 ASSIGNMENTS**

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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           N/A            
make payment of this invoice to           N/A            
(name and address of assignee).

### **4.5 CONTRACTING OFFICER (CO)**

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

James Webb  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 330S  
Washington, DC 20001  
Telephone: (202) 724-4201

## **4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the application.

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

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

## **4.7 CONTRACTING ADMINISTRATOR (CA)**

The agency CA for this contract will be determined at the time of issuance of task or delivery orders.

The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

## **4.8 THE QUICK PAYMENT ACT**

### **4.8.1 Interest Penalties to Contractors**

- 4.8.1.1** 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.*, as amended, 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 at least 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 the required payment date. The required payment date shall be:

- 4.8.1.1.1** The date on which payment is due under the terms of this contract;
- 4.8.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- 4.8.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- 4.8.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- 4.8.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
  - 4.8.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - 4.8.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - 4.8.1.2.3** 15<sup>th</sup> day after any other required payment date.
- 4.8.1.3** 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.

#### **4.8.2 Payments to Subcontractors**

- 4.8.2.1** The Contractor shall 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 the contract:
  - 4.8.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
  - 4.8.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- 4.8.2.2** The Contractor shall pay subcontractors or suppliers 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 at least 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 the:
  - 4.8.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**4.8.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**4.8.2.2.3** 15<sup>th</sup> day after any other required payment date.

**4.8.2.3** 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.

**4.8.2.4** 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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **4.8.3 Subcontract requirements**

**4.8.3.1** 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).

**4.8.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

## **4.9 WAY TO WORK AMENDMENT ACT OF 2006**

**4.9.1** Except as described in 6.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**4.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**4.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**4.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**4.9.5** The Contractor shall provide a copy of the Fact Sheet attached as Attachment F to

each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment E in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**4.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**4.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**4.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community

Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- 4.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

#### **4.10 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the District of Columbia.

The Contractor shall include the District of Columbia as an additional insured in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) for claims against the District of Columbia relating to performance of this contract. The Contractor agrees that any affirmative obligation imposed upon the Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor and its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the Insurance Services Office, Inc. ("ISO") Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad. All of the Contractor's and its subcontractors' liability policies--except for workers' compensation and professional liability insurance--shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention maintained by an additional insured) for all claims against the additional insured arising out of the performance



of this contract by the Contractor and its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Contractor and/or subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. Commercial General Liability Insurance (CGL). The Contractor shall maintain a CGL policy, written on an occurrence (not claims-made) basis, on ISO form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an insured contract (including the tort liability of another assumed in a contract) and acts of terrorism, whether caused by a foreign or domestic source. Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Contractor shall maintain commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy, or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall maintain 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 maintain 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.

- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The Contractor agrees that its insurance shall be primary and noncontributory. The Contractor agrees that no other insurance available to the District of Columbia or an additional insured under Contractor's policy shall apply before the Contractor's insurance coverages are fully exhausted.
- C. **CERTIFICATE OF INSURANCE REQUIREMENTS.** Each certificate of insurance shall include:
1. The name of the insurance company or companies;
  2. The name of the insured contractor;
  3. The type(s) of insurance coverage being provided;
  4. The insurance policy number(s);
  5. The insurance policy effective date(s) and expiration date(s);
  6. The insurance liability limits;
  7. The District contract number;
  8. Specific cancellation requirements noted in the Cancellation box (in the lower right hand corner);
  9. The District as a Certificate Holder (in the box in the lower left hand corner); and
  10. The District noted as an additional insured and a waiver of subrogation noted in either the insurance description section or checked in the boxes next to the applicable lines of coverage.
- D. **DURATION.** The Contractor shall maintain all required insurance for two (2) years following final acceptance of the work performed under this contract, unless otherwise provided above.
- E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- F. **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.
- G. **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.

- H. **NOTIFICATION OF CHANGES TO INSURANCE.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage or limit changes, or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance when its insurance coverages renew during the contract, and after.
- I. **SUBMISSION OF CERTIFICATES OF INSURANCE.** The Contractor shall have its insurance broker or insurance company submit Certificates of Insurance giving evidence of the required coverages prior to commencing work, and as necessary during the term of this contract. Certificates of Insurance shall be submitted to:

**James Webb**  
**441 4<sup>th</sup> Street, N.W., Suite 330**  
**Washington, DC 20001**  
**james.webb@dc.gov**

- J. **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.

#### **4.11 DISPUTES:**

##### **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; (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;
  - (v) State the reasons for the decision including any specific findings of fact are not required and, if made, shall not 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;  
Refer to the pertinent contract terms;  
State the factual areas of agreement and disagreement;
- (ii) 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;
- (iii) 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;
- (iv) Indicate that the written document is the CO's final decision; and  
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.

#### **4.12 CHANGES:**

##### **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 the contract, unless the CO:
- (1) Agrees with the 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 thirty (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 five (5) business days of its receipt of notice of 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 ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) 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 agree on a price for the additional work.

## **SECTION 5**

### **ORDER OF PRECEDENCE AND ATTACHMENTS**

#### **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 in the following order of precedence:

1. Contract Number: CW97802
2. District of Columbia Supply Schedule Terms and Conditions, February 2010
3. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, July 2010

#### **ATTACHMENTS**

**The following attachments are incorporated into the contract:**

1. DCSS Contractor Price Schedule, Offer Letter Dated 11/8/22 – Attachment A
2. Wage Determination 2015-4281 Rev. No. 24 Dated 06/27/22 -Attachment B
3. Living Wage Act and Fact Sheet- Attachment C



## SECTION 6

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF APPLICANTS

#### 6.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for Contractor: (list names, titles, and telephone numbers of the authorized negotiators).

Name: Tony D. Johnson  
Title: President and CEO  
Telephone: 202-302-6202

#### 6.2 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

## **SECTION 7**

### **CONFIRMATION AND AGREEMENT**

**7.1** The Contractor agrees to comply with all terms and conditions set forth herein.

**ATTACHMENT A**  
**PRICE SCHEDULE**



November 14, 2022

***James A. Webb***

Contracting Officer  
Office of Contracting and Procurement  
DC Supply Schedule  
441 – 4<sup>th</sup> Street N.W., Suite 340 South  
Washington, D.C. 20001

RE: DCSS Solicitation No. ***MOBIS202124***  
Contract No. CW97802  
Caption: **Mission Oriented Business Integrated Services (MOBIS)**

Dear Mr. Webb:

To provide MOBIS under Contract No. CW97802, Captivate Perspectives, agrees to the pricing that is set forth in the price schedule that is attached to this letter. The attached price schedule, consisting of 3 pages, adopts the partial pricing schedule from the GSA Federal Supply Schedule Contract No. GS-00F-008DA that was awarded to Booz, Allen and Hamilton. Captivate Perspectives adopts the partial GSA schedule that is below or at market pricing.

These prices apply to the base year and each of the four (4) option years under the proposed DCSS contract.

Please feel free to call me if you have any questions, I can be reached on 202-302-6202 or [tony.johnson@dccaptivate.com](mailto:tony.johnson@dccaptivate.com).

Thanking you in advance for your cooperation and your consideration on this matter.

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Johnson', with a long horizontal flourish extending to the right.

President and Chief Executive Officer

| Description<br>SIN: 541611         | Base Year           | Option Year One     | Option Year Two     | Option Year Three   | Option Year Four    |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                    | 10/1/2022-9/30/2023 | 10/1/2023-9/30/2024 | 10/1/2024-9/30/2025 | 10/1/2025-9/30/2026 | 10/1/2026-9/30/2027 |
| Executive/Strategy Associate       | \$438.10            | \$447.30            | \$456.70            | \$456.70            | \$456.70            |
| Executive/Strategy Officer         | \$1,013.87          | \$1,035.17          | \$1,056.90          | \$1,056.90          | \$1,056.90          |
| Executive/Strategy Principal       | \$794.82            | \$811.51            | \$828.55            | \$828.55            | \$828.55            |
| Executive/Strategy Sr. Associate   | \$619.59            | \$632.61            | \$645.89            | \$645.89            | \$645.89            |
| Analyst                            | \$123.98            | \$126.58            | \$129.24            | \$129.24            | \$129.24            |
| Analyst 1                          | \$166.83            | \$170.33            | \$173.91            | \$173.91            | \$173.91            |
| Analyst 2                          | \$229.01            | \$233.82            | \$238.73            | \$238.73            | \$238.73            |
| Analyst Junior                     | \$68.57             | \$70.01             | \$71.48             | \$71.48             | \$71.48             |
| Business Analyst 1                 | \$75.05             | \$76.63             | \$78.24             | \$78.24             | \$78.24             |
| Business Analyst 2                 | \$106.09            | \$108.31            | \$110.59            | \$110.59            | \$110.59            |
| Business Analyst 3                 | \$137.16            | \$140.04            | \$142.98            | \$142.98            | \$142.98            |
| Business Analyst 4                 | \$174.66            | \$178.33            | \$182.07            | \$182.07            | \$182.07            |
| Business Analyst 5                 | \$208.69            | \$213.08            | \$217.55            | \$217.55            | \$217.55            |
| Consultant                         | \$96.09             | \$98.10             | \$100.16            | \$100.16            | \$100.16            |
| Functional / Subject Matter Expert | \$514.19            | \$524.99            | \$536.01            | \$536.01            | \$536.01            |
| Functional Specialist              | \$218.87            | \$223.47            | \$228.16            | \$228.16            | \$228.16            |
| Functional Specialist 1            | \$280.08            | \$285.96            | \$291.97            | \$291.97            | \$291.97            |
| Functional Specialist 2            | \$396.45            | \$404.78            | \$413.28            | \$413.28            | \$413.28            |
| Management Consultant              | \$123.98            | \$126.58            | \$129.24            | \$129.24            | \$129.24            |
| Management Consultant 1            | \$203.57            | \$207.85            | \$212.21            | \$212.21            | \$212.21            |
| Management Consultant 2            | \$263.26            | \$268.79            | \$274.44            | \$274.44            | \$274.44            |
| Process Improvement Analyst 1      | \$89.28             | \$91.15             | \$93.07             | \$93.07             | \$93.07             |
| Process Improvement Analyst 2      | \$117.75            | \$120.22            | \$122.75            | \$122.75            | \$122.75            |
| Process Improvement Analyst 3      | \$148.80            | \$151.93            | \$155.12            | \$155.12            | \$155.12            |
| Process Improvement Analyst 4      | \$186.30            | \$190.22            | \$194.21            | \$194.21            | \$194.21            |
| Process Improvement Analyst 5      | \$224.49            | \$229.20            | \$234.02            | \$234.02            | \$234.02            |
| Program Director / Senior Advisor  | \$477.54            | \$487.57            | \$497.81            | \$497.81            | \$497.81            |
| Program Manager                    | \$375.71            | \$383.60            | \$391.66            | \$391.66            | \$391.66            |
| Project Manager                    | \$333.56            | \$340.56            | \$347.71            | \$347.71            | \$347.71            |
| Senior Task Lead                   | \$324.47            | \$331.29            | \$338.24            | \$338.24            | \$338.24            |
| Task Lead                          | \$240.29            | \$245.34            | \$250.49            | \$250.49            | \$250.49            |
| Accounting Analyst                 | \$145.23            | \$148.28            | \$151.40            | \$151.40            | \$151.40            |
| Accounting Analyst                 | \$124.51            | \$127.12            | \$129.79            | \$129.79            | \$129.79            |
| Cost Analyst                       | \$147.99            | \$151.10            | \$154.27            | \$154.27            | \$154.27            |
| Cost Analyst                       | \$127.27            | \$129.94            | \$132.67            | \$132.67            | \$132.67            |
| Document Specialist                | \$73.33             | \$74.87             | \$76.45             | \$76.45             | \$76.45             |
| Document Specialist                | \$59.47             | \$60.71             | \$61.99             | \$61.99             | \$61.99             |
| Entry Level Analyst                | \$94.07             | \$96.05             | \$98.06             | \$98.06             | \$98.06             |
| Entry Level Analyst                | \$78.86             | \$80.51             | \$82.20             | \$82.20             | \$82.20             |
| Financial Analyst                  | \$135.57            | \$138.42            | \$141.33            | \$141.33            | \$141.33            |
| Financial Analyst                  | \$117.58            | \$120.05            | \$122.57            | \$122.57            | \$122.57            |
| Financial Manager                  | \$271.12            | \$276.82            | \$282.63            | \$282.63            | \$282.63            |
| Financial Manager                  | \$237.93            | \$242.92            | \$248.02            | \$248.02            | \$248.02            |
| Financial Systems Analyst          | \$142.48            | \$145.47            | \$148.53            | \$148.53            | \$148.53            |
| Financial Systems Analyst          | \$121.75            | \$124.30            | \$126.91            | \$126.91            | \$126.91            |
| Information Technology Researcher  | \$71.93             | \$73.44             | \$74.98             | \$74.98             | \$74.98             |
| Information Technology Researcher  | \$58.10             | \$59.32             | \$60.57             | \$60.57             | \$60.57             |
| Junior Accounting Analyst          | \$124.51            | \$127.12            | \$129.79            | \$129.79            | \$129.79            |
| Junior Accounting Analyst          | \$110.67            | \$112.99            | \$115.37            | \$115.37            | \$115.37            |
| Junior Cost Analyst                | \$127.27            | \$129.94            | \$132.67            | \$132.67            | \$132.67            |
| Junior Cost Analyst                | \$112.04            | \$114.40            | \$116.80            | \$116.80            | \$116.80            |
| Junior Financial Analyst           | \$109.27            | \$111.57            | \$113.91            | \$113.91            | \$113.91            |
| Junior Financial Analyst           | \$94.07             | \$96.05             | \$98.06             | \$98.06             | \$98.06             |
| Junior Financial Systems Analyst   | \$117.58            | \$120.05            | \$122.57            | \$122.57            | \$122.57            |
| Junior Financial Systems Analyst   | \$103.75            | \$105.93            | \$108.15            | \$108.15            | \$108.15            |

| Description            | Base Year           | Option Year One     | Option Year Two     | Option Year Three   | Option Year Four    |
|------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                        | 10/1/2022-9/30/2023 | 10/1/2023-9/30/2024 | 10/1/2024-9/30/2025 | 10/1/2025-9/30/2026 | 10/1/2026-9/30/2027 |
| Junior Program Manager | \$199.19            | \$203.37            | \$207.64            | \$207.64            | \$207.64            |
| Junior Program Manager | \$167.37            | \$170.89            | \$174.48            | \$174.48            | \$174.48            |
| Program Manager        | \$291.86            | \$297.99            | \$304.25            | \$304.25            | \$304.25            |
| Program Manager        | \$260.06            | \$265.52            | \$271.09            | \$271.09            | \$271.09            |
| Project Manager        | \$229.64            | \$234.46            | \$239.39            | \$239.39            | \$239.39            |
| Project Manager        | \$196.42            | \$200.55            | \$204.76            | \$204.76            | \$204.76            |
| Research Specialist    | \$73.33             | \$74.87             | \$76.45             | \$76.45             | \$76.45             |
| Research Specialist    | \$59.47             | \$60.71             | \$61.99             | \$61.99             | \$61.99             |
| Training Specialist    | \$130.05            | \$132.78            | \$135.57            | \$135.57            | \$135.57            |
| Training Specialist    | \$103.75            | \$105.93            | \$108.15            | \$108.15            | \$108.15            |