



2019 MAR 26 PM 3:00  
OFFICE OF THE  
SECRETARY

MURIEL BOWSER  
MAYOR

MAR 26 2019

The Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania Avenue, N.W., Suite 504  
Washington, D.C. 20004

Dear Chairman Mendelson:

Enclosed for consideration and approval by the Council of the District of Columbia is proposed emergency legislation, the "Contract No. CW58776 with VCare, LLC Approval and Payment Authorization Emergency Act of 2019" and accompanying declaration resolution for goods and services received and to be received for mission oriented business integrated services (MOBIS).

Council action is necessary to approve the Contract, which authorizes expenditures in the not-to-exceed amount of \$10 million for the period September 17, 2018 through September 16, 2019.

The Agency Fiscal Officer has certified that funding is available for FY 2019.

As always, I am available to discuss any questions you may have regarding this contract. In order to facilitate a response to any questions, please have your staff contact Marc Scott, Business Operations Manager, at 724-8759.


I urge you to take prompt and favorable action regarding the enclosed legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".

Muriel Bowser

Enclosures

  
Chairman Phil Mendelson  
at the request of the Mayor

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A BILL

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IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

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To approve, on an emergency basis, Contract No. CW58776 with VCare, LLC to provide mission oriented business integrated services (MOBIS) and to authorize payment for the goods and services received and to be received under the contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,

That this act may be cited as the “Contract No. CW58776 with VCare, LLC Approval and Payment Authorization Emergency Act of 2019”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), the Council approves Contract No. CW58776 with VCare, LLC to provide mission oriented business integrated services (MOBIS), and authorizes payment in the not-to-exceed amount of \$10 million for goods and services received and to be received for the period September 17, 2018 through September 16, 2019.

Sec. 3. The Council adopts the fiscal impact statement provided by the Chief Financial Officer as the fiscal impact statement required by section 4a of the General

1 Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C.  
2 Official Code § 1-301.47a).

3           Sec. 4. This act shall take effect following approval by the Mayor (or in the  
4 event of veto by the Mayor, action by the Council to override the veto), and shall remain  
5 in effect for no longer than 90 days, as provided for emergency acts of the Council of the  
6 District of Columbia in section 412(a) of the District of Columbia Home Rule Act,  
7 approved December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

(A) **Contract Number:** CW58776

**Proposed Contractor:** VCare, LLC.

**Contract Amount:** Minimum \$10.00  
Maximum \$10,000,000.00

**Unit and Method of Compensation:** Fixed unit prices payment will be made on the completion of work for an individual delivery/task order.

**Term of Contract:** September 17, 2018 through September 16, 2019

**Type of Contract:** Indefinite Delivery/Indefinite Quantity with payment based upon fixed unit prices.

**Source Selection Method:** DC Supply Schedule (DCSS)

(B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:** Minimum Contract Amount: \$10.00  
Maximum Contract Amount: \$950,000.00

Proposed Modification No. M0002 would increase the ceiling amount from \$950,000.00 to \$10,000,000.00 for the base year and each remaining option year.

The contractor requested a ceiling increase in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**Option Period 1 Amount:** Minimum Contract Amount: \$10.00  
Maximum Contract Amount: \$10,000,000.00

**Explanation of difference from base period (if applicable):**

The contractor requested a ceiling increase in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**Option Period 2 Amount:** Minimum Contract Amount: \$10.00  
Maximum Contract Amount: \$10,000,000.00

**Explanation of difference from base period (if applicable):**

The contractor requested a ceiling increase in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**Option Period 3 Amount:** Minimum Contract Amount: \$10.00  
Maximum Contract Amount: \$10,000,000.00

**Explanation of difference from base period (if applicable):**

The contractor requested a ceiling increase in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**Option Period 4 Amount:** Minimum Contract Amount: \$10.00  
Maximum Contract Amount: \$10,000,000.00

**Explanation of difference from base period (if applicable):**

The contractor requested a ceiling increase in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

The purpose of the District of Columbia Supply Schedule (DCSS) program is to serve as the primary contract for all District agencies to acquire support for the recurring requirements. This particular schedule is designed to provide Mission Oriented Business Integrated Services (MOBIS) in support of the District Agencies.

The social and economic impact of the program is to allow Certified Business Enterprises (CBE's) the opportunity to conduct business with the District of Columbia, thus creating additional jobs for city residents.

In accordance with paragraph one (1) of the District of Columbia Supply Schedule Terms and Conditions (DCSS Terms); the District of Columbia receives a one percent (1%) discount based on the volume of services provided under the DCSS. This fee is based on the invoice amount and provides revenue to the District.

**(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

DCSS solicitations are open on a continuous basis. Solicitation No. MOBIS201811 for Mission Oriented Business Integrated Services (Solicitation) was issued on July 31, 2017.

VCare, LLC was selected for an award based on meeting the following requirements as outlined in the solicitation.

- a. Accepting the DCSS Terms and Standard Contract Provisions for use with On-Line Solicitations and Purchase Orders only District of Columbia Government Supplies and Services Contracts, July 2010.
- b. Identifying and offering prices that are no greater than those of an identified Federal Supply Schedule that provides services or supplies consistent with the scope of the Solicitation.
- c. Submitting a minimum of three (3) satisfactory customer references demonstrating the contractor's ability to satisfactorily provide the services or products identified in the scope of the Solicitation.
- d. Submitting a written certification that all personnel proposed on individual task orders will meet the minimum education/experience requirements as stipulated in the federal contract being used to establish the contract pursuant to the Solicitation.

VCare, LLC submitted its complete application on December 18, 2017. The application was reviewed and evaluated by the Office of Contracting and Procurement (OCP). After review and evaluation of the application, the Contracting Officer (CO) determined that VCare, LLC had offered an appropriate multiple award schedule consistent with the scope of the solicitation. OCP also established that the pricing proposed by VCare, LLC was reasonable based on contract pricing.

Contract No. CW58776 was awarded to VCare, LLC on September 17, 2018.

**(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

There are no bid protests related to the award of the contract.

**(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

Based on review of the application submitted, the CO determined through (Determinations and Findings for Contractor Responsibility) that VCare, LLC has the necessary organizational

experience, technical skills, accounting and operational controls to provide the requirements of the contract.

VCare, LLC has been providing the services to the District since 2012 and has maintained a favorable performance record.

**(G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

Proposed contract Modification No. M0002 is to increase the ceiling amount from \$950,000.00 to \$10,000,000.00.

**(H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

The contract was initially awarded in the minimum amount of \$10.00 and maximum contract ceiling amount of \$950,000.00.

By Proposed Modification No. M0002, OCP now intends to increase the maximum contract ceiling amount from \$950,000.00 to \$10,000,000.00.

**(I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

The contract was initially awarded in the minimum amount of \$10.00 and maximum contract ceiling amount of \$950,000.00.

By Proposed Modification No. M0002, OCP now intends to increase the maximum contract ceiling amount from \$950,000.00 to \$10,000,000.00.

**(J) The date on which the contracting officer was notified of the proposed change:**

September 20, 2018.

**(K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:**

The vendor requested an increase to the contract ceiling amount from \$950,000.00 to \$10,000,000.00 in order to respond to future opportunities for DCSS Mission Oriented Business Integrated Services schedule holders.

**(L) The reason for the proposed change:**

Increasing the contract ceiling amount from \$950,000.00 to ten million dollars (\$10,000,000.00) enables the District to have the flexibility to issue multiple orders for Mission Oriented Business Integrated Services in a relatively short period of time.

**(M) The legal, regulatory, or contractual authority for the proposed change:**

27 DCMR§3601.2

**(N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

VCare, LLC is not required to submit a subcontracting plan because it is certified as a Certified Business Enterprise by the District Department of Small and Local Business Development (DSLBD).

**(O) Performance standards and the expected outcome of the proposed contract:**

The purpose of the DC Supply Schedule (DCSS) program is to serve as the primary contract action for all District agencies to acquire support for their recurring requirements. This particular schedule is designed to provide Mission Oriented Business Integrated Services in support of District agencies.

**(P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**

\$950,000.00

**(Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

The Agency Fiscal Officer has certified that funds for the minimum quantity of ten dollars (\$10.00) are available for FY2019 and that minimum-quantity funds for FY2020 have been budgeted by the agency. See Funding Certifications.



- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

The Attorney General for the District of Columbia has reviewed and approved the subject Contract for legal sufficiency. VCare, LLC has no pending legal claims against the District. See Legal Sufficiency Memorandum.

- (S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

The Citywide Clean Hands report indicates VCare, LLC is current with its District taxes as of January 15, 2019.

- (T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

The Contractor has certified that VCare, LLC is in compliance with federal tax requirements by submitting the Bidder Offeror Form.

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

VCare, LLC is currently a certified CBE; certification number No. LSDZR5118062019.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

None

- (W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

VCare, LLC is not listed on the Federal or District Excluded Parties List.

- (X) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

Determination and Findings for Contractor's Responsibility dated September 11, 2018.

**(Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**

OCP website located at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**(Z) Where the original solicitation, and any amendments or modifications, will be made available online:**

OCP website located at [www.ocp.dc.gov](http://www.ocp.dc.gov).



**Government of the District of Columbia**

## **CERTIFICATE OF CLEAN HANDS**

**VCARE, LLC  
1711 N CAPITOL ST NE  
WASHINGTON, DC 20002-2109**

**EIN :\*\*\*\*\*9454**

**As reported in the Citywide Clean Hands system, the above referenced individual or entity has no outstanding liability with the District of Columbia. As of the date herein, you have complied with the following official DC code and therefore are issued this Certificate of Clean Hands.**

**TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS AND FEES  
CHAPTER 28. GENERAL LICENSE LAW  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. Code § 47-2862 (2006)  
§ 47-2862. Prohibition against issuance of license or permit.**

A handwritten signature in blue ink, appearing to read "Marc Aronin".

**Authorized By Marc Aronin  
Chief, Collection Division**

**Date: Tuesday this 15th day of January 2019 11:38 AM**

**Tracking#: 929705**

**This document is a certified, complete and true copy.**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
GOVERNMENT OPERATIONS CLUSTER  
OFFICE OF FINANCE AND RESOURCE MANAGEMENT



**MEMORANDUM**

**TO:** George Schutter, Chief Procurement Officer  
Office of Contracting and Procurement

**FROM:** Alemaychu Awas  
Agency Fiscal Officer

A handwritten signature in blue ink, appearing to be 'AW', is written over the name 'Alemaychu Awas'.

**DATE:** February 5, 2019

**SUBJECT:** Certification of Funding Availability for DCSS Contracts

Vcare, LLC

CW58776

Center for Innovation Research and Transformation in Education

CW64974

**PERIOD:** October 1, 2019 thru September 30, 2020

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This is to certify that the Office of Contracting and Procurement is planning to allocate \$10,000.00 in its FY 2020 financial plan to cover potential costs that may be incurred if a minimum order is not achieved for the District of Columbia Supply Schedule (DCSS) contracts.

Each DCSS contract has been established as an indefinite delivery/indefinite quantity (IDIQ) contract, and agencies may place orders against each contract by means of an individual Task Order (TO) or delivery order (DO). If no orders are placed against a particular DCSS contract, pursuant to the DCSS Terms and Conditions, clause 5, the District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and four option years. Any additional orders placed on the DCSS contracts will be encumbered by the ordering agency prior to issuance. There are approximately 420 contractors on the DCSS, and it is estimated that \$10,000.00 would be sufficient to cover the possibility of having to pay \$10.00, upon request, to multiple contractors.

Funding to cover these contracts is contingent upon availability of District's budget appropriations for FY2020.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
GOVERNMENT OPERATIONS CLUSTER  
OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

**TO:** George Schutter, Chief Procurement Officer  
Office of Contracting and Procurement

**FROM:** Alemayehu Awas  
Agency Fiscal Officer

Handwritten signature in blue ink.

**DATE:** February 5, 2019

**SUBJECT:** Certification of Funding Availability for DCSS Contracts

Vcare, LLC CW58776  
Center for Innovation Research and Transformation in Education CW64974

**PERIOD:** October 1, 2018 thru September 30, 2019

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This is to certify that the Office of Contracting and Procurement has \$10,000.00 in its FY 2019 budget to cover potential costs that may be incurred if a minimum order is not achieved for the District of Columbia Supply Schedule (DCSS) contracts.

Each DCSS contract has been established as an indefinite delivery/indefinite quantity (IDIQ) contract, and agencies may place orders against each contract by means of an individual Task Order (TO) or delivery order (DO). If no orders are placed against a particular DCSS contract, pursuant to the DCSS Terms and Conditions, clause 5, the District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and four option years. Any additional orders placed on the DCSS contracts will be encumbered by the ordering agency prior to issuance. There are approximately 420 contractors on the DCSS, and it is estimated that \$10,000.00 would be sufficient to cover the possibility of having to pay \$10.00, upon request, to multiple contractors.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of the Attorney General



Procurement Section

**MEMORANDUM**

**TO:** Alana Intrieri  
Director  
Office of Policy and Legislative Affairs

**FROM:** Robert Schildkraut  
Chief, Procurement Section  
Commercial Division

**DATE:** March 11, 2019

**SUBJECT:** Certificate of Legal Sufficiency for Mission Business Integrated  
Services (MOBIS)  
Contract No. CW58776  
Contractor: VCARE, LLC  
Contract Amount: Not-To-Exceed \$10,000,000.00  
ProLaw 556909

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**This is to Certify that** this Office has reviewed the above-referenced Contract and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at (202) 807-0370.

A handwritten signature in black ink, appearing to read 'Robert Schildkraut', written over a horizontal line.

**Robert Schildkraut**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL



Legal Counsel Division

**MEMORANDUM**

**TO:** Alana Intrieri  
Executive Director  
Office of Policy and Legislative Affairs

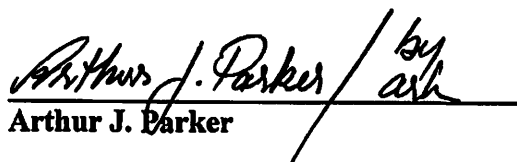
**FROM:** Arthur J. Parker  
Acting Deputy Attorney General  
Legal Counsel Division

**DATE:** March 7, 2019

**SUBJECT:** Legal Sufficiency Review of the “Contract No. CW58776 with VCare, LLC Approval and Payment Authorization Emergency Act of 2019” and an Accompanying Emergency Declaration Resolution (AE-19-209 rev.)

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**This is to Certify** that this Office has reviewed the “Contract No. CW58776 with VCare, LLC Approval and Payment Authorization Emergency Act of 2019” and an accompanying Emergency Declaration Resolution and found them to be legally unobjectionable. If you have any questions in this regard, please do not hesitate to call me at 724-5565.

  
Arthur J. Parker

JMR/arh

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b> 2. Amendment/Modification Number M0002 See Section 16C Code KEM 7. Administered by (if other than line 6)		1. Contract Number CWS8776 Page of Pages 1 / 1	
6. Issued by: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 8. Name and Address of Contractor (No. street, city, county, state and zip code) VCare, LLC 1711 North Capital Street, Washington, DC 20002 Telephone #202-779-5440 Attn: Ashanthi Kiridena Code Facility		9A. Amendment of Solicitation No. 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. CWS8776 10B. Dated (See Item 13) 9/17/18	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.			
12. Accounting and Appropriation Data (If Required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 A. This change order is issued pursuant to (Specify Authority): B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR. C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR, Chapter 36, Section 3601.2 D. Other (Specify type of modification and authority) 27 DCMR, Chapter 20, Section 2008 <b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one copy to the issuing office.			
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract Number CWS8776 the contract is hereby being modified as follows: 1. Delete Section 1.6 (d) in its entirety and replace it with: The District guarantees the minimum order for each contract in the amount of \$10,000 for the base year and of each the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$10,000,000.00. 2. Delete Section 3.4 (a) in its entirety and replace it with: Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment 1, 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 \$10,000,000.00. Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or print) Ashanthi Kiridena		15B. Name of Contractor Ashanthi Kiridena	
15C. Date Signed		15D. District of Columbia Antwanette Murphy, Contracting Officer.	
16A. Name of Contracting Officer		16B. District of Columbia Antwanette Murphy, Contracting Officer.	
16C. Date Signed		(Signature of Contracting Officer)	



# AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract Number  
CW58776

Page of Pages  
1 1

2. Amendment/Modification Number

M0001

3. Effective Date

1/1/19

4. Requisition/Purchase Request No.

5. Solicitation Caption  
Mission Oriented Business  
Integrated Services  
(MOBIS)

6. Issued by:

Code KEM

7. Administered by (If other than line 6)

Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 700S  
Washington, DC 20001

8. Name and Address of Contractor (No. street, city, county, state and zip code)

VCare, LLC  
1711 North Capital Street,  
Washington, DC 20002  
Telephone #202-779-5440  
Attn: Ashanthi Kirdena

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.

X CW58776

10B. Dated (See Item 13)  
9/17/18

Code Facility

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or fax makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

- X
- A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications. The changes set forth in Item 14 are made in the contract/order no. in item 10A.
  - B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
  - C. This supplemental agreement is entered into pursuant to authority of:
  - D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not  is  required to sign this document.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)
- A. In accordance with section 38(d) of the Standard Contract Provisions (Way to Work Amendment Act of 2006), the living wage rate is hereby adjusted to \$14.50 per hour, effective as of January 1, 2019.
  - B. The Living Wage Act Fact Sheet for 2019 is attached and hereby incorporated in the contract.
  - C. The Living Wage Act Notice for 2019 is attached and hereby incorporated in the contract.
  - D. Wage Determination No. 2815-4281 Rev. 12, dated December 26, 2018.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)

Ashanthi Kirdena  
Name of Contractor

(Signature of person authorized to sign)

16A. Name of Contracting Officer

Antwanette Murphy, Contracting Officer

(Signature of Contracting Officer)

15C. Date Signed

16B. District of Columbia

16C. Date Signed

*Antwanette Murphy*

2/1/19

<b>AWARD/CONTRACT</b>			1. Caption - CBE Market CBE Set-Aside		Page 1 of 15
2. Contract Number <b>CW58776</b>		3. Effective Date See Block 20C.		4. Solicitation/Requisition/Purchase Request/Project No. <b>MOBIS201811</b>	
5. Issued By: Office of Contracting and Procurement DC Supply Schedule Division 441- 4 <sup>th</sup> Street, NW, Suite 700 - South Washington, DC 20001			Code		KEM
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) VCARE, LLC 1711 North Capitol Street, NE Washington, DC 20002 Tel#: 202/779-5440 Attn: Ashanthi Kiridena			6. Administered by (If other than line 5)		
9. Discount for prompt payment Net 30 days			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Designated in each Task Order)		
10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Each Task Order/Delivery Order.			☞		Item
11. Ship to/Mark For See Task Order/Delivery Order		FEIN Code		12. Payment will be made by As set forth within individual Task or Delivery Orders.	
13. Reserved for future use			14. Accounting and Appropriation Data ENCUMBRANCE CODE: See Task Order/Delivery Order		

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price
918-00	<b><u>MISSION ORIENTED BUSINESS INTEGRATED SERVICES</u></b>			See Price List Attachment A
	Term: 365 days from the date of award.			
	The District's obligation is pursuant to the Minimum Order as set forth in the DCSS Terms and Conditions dated February 2010 & Standard Contract Provisions dated July 2010.			
Total Amount of Contract				☞ <b>NTE \$950,000.00</b> Base Year

(X)	Section	Description	Page	(X)	Section	Description
X	1	Suppliers or Services and Prices	2	X	7	Confirmation and Agreement
X	2	Description/Specifications/Work Statement	4			
X	3	Deliveries or Performance	7			
X	4	Contract Administration Data	9			
X	5	Order of Precedence/List of Attachments'	13			
X	6	Representations, Certifications and Other Statements of Applicants	14			

Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 1 copy to issuing office.) 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"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation and all terms and conditions thereto, (b) your offer, and (c) this award/contract. N
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19A. <i>Ashanthi Kiridena</i> Ashanthi Kiridena	19C. Date Signed 9/14/18	20A. Name of Contracting Officer Antwanette Murphy, Contracting Officer
19B. VCARE, LLC	19C. Date Signed	20B. District of Columbia <i>Antwanette Murphy</i>
		20C. Date Signed 09-17-18

## SECTION 1

### 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 award, 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 the price list of the following federal multiple award contract:

Federal Schedule No.: GS-10F-0299U  
Federal Schedule Contract No.: 874  
Federal Contractor Name: BCT Partners

#### 1.4 REQUIRED CBE INFORMATION

The Contractor's CBE certification number is LSDZR5118062019.

#### 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 in 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 \$950,000.00

## 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

The District may extend the term of this contract by exercising up to four (4), one-year, option periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

- 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.



### 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:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
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 \$950,000.00.
- 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. 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 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, 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 the contract awarded.
- (b) The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

#### 4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Administrator (CA). The name, address, and telephone number of the appropriate CFO and CA will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
  - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - Contract number (Block No. 2) of the executed Solicitation, Application and Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.
  - Assignment of an invoice number by the Contractor is required;
  - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
  - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - Name, title, phone number of person preparing the invoice;
  - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
  - Authorized signature

#### 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:

Antwanette Murphy  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> St. NW Suite 700S  
Washington, DC 20001  
Telephone: (202) 724-3938

#### **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 CA shall be:

Sonia A. Neblett  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001  
Direct: 202-724-4180  
Email: [sonia.neblett@dc.gov](mailto:sonia.neblett@dc.gov)

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

#### **4.8 QUICK PAYMENT ACT**

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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.

#### **4.8.1 Payments to Subcontractors**

The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**4.8.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**4.8.3** 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.

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

#### **4.8.5 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS**

**4.8.5.1** The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contract with any subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

## 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: CW58776
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 attachment is incorporated into the contract**

1. DCSS Supplier's Price Schedule – Attachment A
2. Wage Determination 2015-4281 Rev. No.9 Dated 01/10/2018, Attachment B

**The following list of attachments are incorporated into the contract by reference**

1. Living Wage Act of 2006, effective January 1, 2018
2. Living Wage Act Fact Sheet 2017, effective January 1, 2018

## 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: Ashantha Kirudeba  
Title: President  
Telephone: 202-779-5440

#### 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 Letter and Price Schedule**



VCARE, LLC

1711 North Capitol Street, NE Suite 200 Washington, DC 20002  
T: 202-827-8876; C: 202-779-5440; F: 202-827-8875

Attachment A

ATTACHMENT A

September 4, 2018

Antwanette Murphy  
Contracting Officer  
Office of Contracting and Procurement  
DC Supply Schedule  
441 - 4<sup>th</sup> Street N.W. Suite 700 South  
Washington, DC 20001

RE: Proposed Contract No. CW58776  
Caption: **Mission Oriented Business Integrated Services (MOBIS)**

Dear Ms. Murphy:

VCARE, LLC, agrees to the pricing submitted in the contract with its District of Columbia Supply Schedule (DCSS) application on December 18, 2018 for Mission Oriented Business Integrated Services (MOBIS) of the adopted GSA Federal Supply Schedule Services is contract numbers GS-10F-0299U awarded to BCT Partners.

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) 779-5440.

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

Sincerely,

Ms. Ashanthi Kiridena  
President

DC Supply Schedule  
Contract No.: CW58776

**VCARE, LLC MOBISLABOR RATES FOR CONTRACT YEARS 1-5**  
 LABOR CATEGORY RATES ARE IN SUPPORT OF ALL SINS AND ARE VALID FOR ALL SITES.

SIN(s) Proposed	Labor Category Title	Year 1	Year 2	Year 3	Year 4	Year 5
ALL	Project Executive	\$185.10	\$185.10	\$185.10	\$185.10	\$185.10
ALL	Project Director	\$162.85	\$162.85	\$162.85	\$162.85	\$162.85
ALL	Project Manager	\$133.59	\$133.59	\$133.59	\$133.59	\$133.59
ALL	Project Supervisor	\$116.79	\$116.79	\$116.79	\$116.79	\$116.79
ALL	Management Consultant	\$133.47	\$133.47	\$133.47	\$133.47	\$133.47
ALL	Management Analyst II	\$101.19	\$101.19	\$101.19	\$101.19	\$101.19
ALL	Management Analyst I	\$83.07	\$83.07	\$83.07	\$83.07	\$83.07
ALL	Technical Assistance Coordinator I	\$84.31	\$84.31	\$84.31	\$84.31	\$84.31
ALL	Program Associate II	\$67.08	\$67.08	\$67.08	\$67.08	\$67.08
ALL	Program Associate I	\$58.49	\$58.49	\$58.49	\$58.49	\$58.49
ALL	Trainer III	\$162.66	\$162.66	\$162.66	\$162.66	\$162.66
ALL	Trainer II	\$124.94	\$124.94	\$124.94	\$124.94	\$124.94
ALL	Trainer I	\$123.12	\$123.12	\$123.12	\$123.12	\$123.12

Attachment B

Wage Determination

WD 15-4281 (Rev.-11) was first posted on www.wdol.gov on 07/10/2018

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 11  
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Prince George's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.64
01012 - Accounting Clerk II		20.91
01013 - Accounting Clerk III		23.40
01020 - Administrative Assistant		33.16
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		15.24
01052 - Data Entry Operator II		16.63
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		17.55
01090 - Duplicating Machine Operator		17.55
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.54
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.04
01270 - Production Control Clerk		25.39
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		17.24

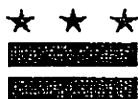
01410 - Supply Technician	33.16
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.05
01612 - Word Processor II	19.13
01613 - Word Processor III	21.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.88
07042 - Cook II	18.46
07070 - Dishwasher	11.79
07130 - Food Service Worker	11.62
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	12.97
11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13

12100 - Medical Assistant	17.58
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	39.79
12221 - Nursing Assistant I	11.75
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.42
12224 - Nursing Assistant IV	16.18
12235 - Optical Dispenser	21.60
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	18.41
12305 - Radiologic Technologist	34.20
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.49
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.38
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	34.67
13058 - Library Technician	20.89
13061 - Media Specialist I	24.93
13062 - Media Specialist II	27.90
13063 - Media Specialist III	31.10
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	25.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Department of Employment Services

MURIEL BOWSER  
MAYOR



ODIE DONALD II  
DIRECTOR

### LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006; D.C. Official Code §§ 2-220.01 – 2-220.11 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

**Effective January 1, 2018, the living wage rate is \$14.20 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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 imminent 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;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;



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 of Columbia;
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 (68 A 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: [www.does.dc.gov](http://www.does.dc.gov). Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

# THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

**Effective January 1, 2018, the living wage rate is \$14.20 per hour.**

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

**“Contract”** means a written agreement between a recipient and the District government.

**“Government assistance”** means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

**“Affiliated employee”** means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

**Certain exemptions apply:** 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) contracts performed by regulated utilities; 3) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 4) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 5) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 6) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 7) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 8) 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 9) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**Home Care Final Rule:** The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: [does.dc.gov](http://does.dc.gov). Go to “File a Claim” tab.