



GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER DEFINITIZED TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION NUMBER		PAGE 1 of 33		
2. TASK ORDER AGREEMENT NO. CFOPD-19-C-018A		3. Award/Effective Date See 30C	4. CONTRACTOR'S DCSS SCHEDULE CONTRACT NUMBER CW49945	5. SOLICITATION NUMBER CFOPD-19-D-018		6. CAPTION IT Positions		
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Contracts 1100 4th Street, SW, Suite E620 Washington, DC, 20024		A. NAME Lisa Pierson Contracting Officer Representative		B. TELEPHONE (No Collect Calls) (202) 442-6352		8. EMAIL: Lisa.Pierson@dc.gov		
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Contracts Office 1100 4th Street, SW, Suite E620 Washington, DC 20024			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> COG SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
15. CONTRACTOR / OFFEROR Midtown Personnel, Inc. dba The Midtown Group 1130 Connecticut Avenue, NW, Suite 1101 Washington, DC 20036 (202) 887-4747			16. PAYMENT WILL BE MADE BY District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4 th Street, SW, Suite E600 Washington, D.C. 20024				CODE	
15A. DUNS CODE		15B. TAX ID NO.						
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024			18. ADMINISTERED BY Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE SECTION G OF TASK ORDER				
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT	
	IT Positions * Senior Systems Administrator * Business Analyst			See Section 2 Price Schedule		\$354,681.60		
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$354,681.60			
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. <input type="checkbox"/> AWARD OF CONTRACT:				
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 				
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tasha Manzano Sr. Director of Government Services		29C. DATE SIGNED 09/11/19	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Drakus Wiggins, CPPB		30C. DATE SIGNED 9/12/19			

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer (OCFO), Office of Contracts, on behalf of Office of the Chief Information Officer (OCIO) (the “District”) is awarding a contract to provide the following:

1. Senior Systems Administrator to support the ongoing design, implementation, operation and security of the OCFO network and the supporting security infrastructure.
2. Business Analyst to support the DC Government’s tax applications of software development methodologies; traditional and agile/hybrid.

B.2 CONTRACT TYPE

The District is awarding a Requirements type contracts based on Firm Fixed unit prices.

B.3 RESERVED

B.4 ALL-INCLUSIVE PRICING

The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.5 PRICING SCHEDULE

- B.5.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.

B.6 PRICING

B.6.1 BASE YEAR

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
001	Sr. Systems Administrator	Hour	\$77.91	2080	\$162,052.80
002	Business Analyst	Hour	\$92.61	2080	\$192,628.80
TOTAL					\$354,681.60

B.6.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
101	Sr. Systems Administrator	Hour	\$77.91	2080	\$162,052.80
102	Business Analyst	Hour	\$92.61	2080	\$192,628.80
TOTAL					\$354,681.60

B.6.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
201	Sr. Systems Administrator	Hour	\$77.91	2080	\$162,052.80
202	Business Analyst	Hour	\$92.61	2080	\$192,628.80
TOTAL					\$354,681.60

B.6.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
301	Sr. Systems Administrator	Hour	\$77.91	2080	\$162,052.80
302	Business Analyst	Hour	\$92.61	2080	\$192,628.80
TOTAL					\$354,681.60

B.6.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
401	Sr. Systems Administrator	Hour	\$77.91	2080	\$162,052.80
402	Business Analyst	Hour	\$92.61	2080	\$192,628.80
TOTAL					\$354,681.60

B.6.6 Summary

Period of Performance	Totals
B.6.1 Base Year	\$354,681.60
B.6.2 Option Year One	\$354,681.60
B.6.3 Option Year Two	\$354,681.60
B.6.4 Option Year Three	\$354,681.60
B.6.5 Option Year Four	\$354,681.60
Grand Total	\$1,773,408.00

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 **SCOPE**

The District is awarding a contract to provide the following:

1. Senior Systems Administrator to support the ongoing design, implementation, operation and security of the OCFO network and the supporting security infrastructure; and
2. Business Analyst to support the DC Government's tax applications of software development methodologies; traditional and agile/hybrid.

C.2 **SENIOR SYSTEMS ADMINISTRATOR BACKGROUND**

C.2.1 The Sr. Systems Administrator will function as part of the OCFO technology team, Infrastructure Group, to maintain and monitor day-to-day operation of the OCFO IT infrastructure. The OCFO IT infrastructure is comprised of a mixed environment of Microsoft Windows and Enterprise Linux servers, all primarily virtualized with VMware, NetApp SAN and cloud technologies (Azure). The environment is fast-paced and complex.

C.3 **SENIOR SYSTEMS ADMINISTRATOR REQUIREMENTS**

C.3.1 The Contractor shall provide a Senior Systems Administrator as defined in this Section.

C.3.2 The Contractor personnel in the position of Senior Systems Administrator shall perform the following duties and responsibilities:

1. Serve as part of the OCFO technology team (Infrastructure Group);
2. Maintain and monitor day-to-day operation of the OCFO IT infrastructure;
3. Help and perform monitoring, maintenance, and reporting IT infrastructure (physical, virtual and cloud);
4. Perform OS and application upgrades of servers and network upkeep;
5. Manage the entire infrastructure, including systems design, performance analysis, development operations, monitoring and troubleshooting;
6. Help manage a mixed environment of Microsoft Windows and Enterprise Linux servers, all primarily virtualized with VMware, NetApp SAN and cloud technologies (Azure);
7. Be a key contributor in supporting the organizations development teams through the use of DevOps tools and shall contribute in application support roles for production deployments;
8. Identify network / system problems, and recommend improvements to ensure optional performance;
9. Design, administration and support of Cisco UCS infrastructure and Dell Power Edge servers;
10. Design and administration of VMware Infrastructure including full integration with SAN for VMotion based DR using VMware DRS & HA;
11. Active directory service management and operational stability and maintenance;

12. Design and build solutions utilizing on-premise computer, networking, and storage technologies using Azure cloud;
13. Monitor security measures in place within network perimeter, ensuring security breaches do not occur and information is safeguarded from unauthorized access;
14. Proactively oversee the activities involved in quality resolution of complex technical issues, responding with an appropriate sense of urgency to problems escalated to network / system engineer's level;
15. Coordinate with appropriate personnel to determine positive solutions that increase end user satisfaction, following through to completion, and communicating resolution results;
16. Escalate to management any situation that could adversely impact the service provided to the end user;
17. Monitor trends in documented incidents and determine appropriate actions necessary to eliminate future occurrences and improve customer service levels in an appropriate timeframe;
18. Provide network design services;
19. Coordinate with the Technical Infrastructure Group staff to establish the scope, timing and technical approach to be used for proposed network changes;
20. Ensure adherence to network / system policies and procedures; and
21. Manage production and disaster recovery of network / system.

C.3.6 The Contractor's provided personnel in the position of Senior Systems Administrator shall at a minimum have the following qualifications:

1. Ability to improve system quality regarding any degradation;
2. Ability to enhance security and knowledge of the latest security threats, worms, and malware and advise on how to deter them;
3. Ability to provide better reliability of the systems through the above actions;
4. Ability to recommend improvements to increase or maintain network / system throughput;
5. Experience with storage infrastructure (NetApp Storage) and technologies include virtualization/arrays, FC/FCOE, NFS, ISCSI;
6. Advanced knowledge of disaster recovery and business continuity processes and tools needed;
7. Experience building large scale, multi-site network architectures;
8. Knowledge of network / system based and system-level attacks and mitigation methods;
9. Ability to configure and operate network security focused monitoring and logging systems;
10. Networking and application scalability experience;
11. A bachelor's degree; and
12. The following technical knowledge, certifications, and experience:
 - a. Technical knowledge:
 - i. Network infrastructure / Switching: Cisco Catalyst switches 9000/ 4000 / 6500 /3800, Nexus 5600/5000/2000 series switches, and Gigabit Ethernet;
 - ii. LAN/WAN: TCP/IP, OSPF, RIP, EIGRP, CDP, IP Routing, Frame Relay, Multi-Layer Switching, ACL's, NAT MPLS VPNs, 802.1q, ISL, Ether Channel, Multicast, SNMP, IPSec, and DHCP;
 - iii. Applications and Monitoring – Azure, O365, Active Directory, Storsimple, Secure Copy, F5, SolarWinds, Wire Shark, Splunk, AD Audit, AD Manager, CISCO UCS, and VMware SRM

- iv. Operating Systems: Windows Server 2106/ 2012/2008 and Windows 7/10 Linux. VMware ESXi 6.0
- v. Security: Cisco Firepower (Next generation firewall), Cisco ASA Firewalls, Cisco ISE 2.0 and above (Identity Services Engine), Cisco NGFW (Next generation Firewall), Cisco AMP (Advance Malware Protection), Cisco Firepower - Integrated Security Threat Defense, IDS - Intrusion Detection System, IPS - Intrusion Prevention System, and Cisco ASA 55xx;
- b. Certifications:
 - i. Cisco Certified Network Associate (CCNA)
 - ii. Microsoft Certified System Administrator (MCSA)
- c. Experience:
 - i. VMware minimum of five years
 - ii. Cisco minimum of five years
 - iii. Security minimum of five years
 - iv. Application Monitoring minimum of five years
 - v. Network Infrastructure minimum of eight years
 - vi. Cloud Application / Infrastructure three years

C.4 BUSINESS ANALYST BACKGROUND

C.4.1 OCIO has a need for a Business Analyst to support the DC Government's tax applications such as FAST Enterprise's Gentax software for individual income tax and business income tax, Fairfax Imaging's Quick modules, and Accenture's Taxpayer Accounting system software. The Business Analyst will report to the OCIO Tax System Group (TSG) Director and take direction from TSG Managers and work closely with both development and business resources.

C.5 BUSINESS ANALYST REQUIREMENTS

C.5.1 The Contractor shall provide a Business Analyst as defined in the Section.

C.5.2 The Contractor personnel in the position of Business Analyst shall perform the following duties and responsibilities:

1. Be responsible for providing business architecture, performing process optimization, writing and validating business rules, creating business cases, developing and refining business requirements, performing organizational change activities (e.g.: Communicate Change, Business process flow), executing System testing, and coordinating user Acceptance Testing;
2. Be responsible for the knowledge transfer of business requirements to the application/database developers and project managers;
3. Develop comprehensive End to End test cases at the application and multi-application levels;
4. Work with TSG managers to implement a comprehensive management plan for each project and hold regular stakeholder meetings to keep all interested parties updated in project progress;

5. Make cogent arguments recommending a course of action for the presented problem;
6. Use the classification system for the changes, errors and issues reported;
7. Evaluate dimensions of the system that describe their business domain;
8. Measure the performance of the business domain, such as developing Key Performance Indicators;
9. Identify and address the change in business process, through communication activities and preparing presentations and demos as needed;
10. Develop a project plan/schedule with the right amount of resources and time for a project/task working with the stakeholders;
11. Convert a current business process from current state to future state;
12. Understand different methods for requirements gathering and employ the suitable method based on the need and stakeholder;
13. Elicit translation of the wants from the user into what IT developers could understand, by making it into actionable requirements;
14. Create trust between Business and IT with his ability to work cross team;
15. Develop application specific technical knowledge allowing them to customize or recommend solutions to the common business problem presented; and
16. Provide application support for less savvy business users through hands on help, preparation of and presentation of training material.

C.5.3 The Contractor's personnel in the position of Business Analyst shall at a minimum have the following qualifications:

1. Work experience in tax and revenue domain (Five years);
2. Prior experience working as a business analyst in financial/accounting application (Eight years);
3. Practical application ability with Microsoft Office, Project and Visio (Eight years);
4. Experience with detailed analytical abilities (Eight years);
5. Good understanding of software development methodologies;
6. Traditional and agile/hybrid, experience as a business/system analyst;
7. Solid communication skills (oral/written); and
8. A bachelor's degree in the area of Science, Technology or Mathematics, Finance and Accounting or Equivalent certifications Such as Certified Business analyst professional or PMI professional in Business Analysis in the field of Computer/Management Information Systems, or similar.

C.6 CANDIDATES

1. The Contractor shall furnish all the resources listed in the Contract.
2. The Contractor shall ensure that qualified candidate resumes for each IT resource per labor category are submitted to the COTR for review and approval prior to assigning any IT resource to the OCIO. The OCIO reserves the right to request interview of the candidate.

3. The OCIO reserves the right to demand a replacement or removal of any resource personnel based on unsatisfactory performance or for any other reasons including not passing the background check, at no additional cost to the District.
4. The Contractor shall provide replacement resources if needed. The replacement resource shall meet or exceed the qualification of the previous personnel. The District reserves the right to approve replacement personnel.
5. The Contractor shall provide at least two weeks of notice prior to a personnel's planned leave on the project.

C.7 WORK GUIDELINES

1. The Contractor shall provide the required quantity of personnel to perform temporary support for a tour of duty from 7:00 AM thru 6:00 PM, Monday through Friday excluding holidays and days appointed by the Mayor. The personnel shall report to the Office of the Chief Information Officer (OCIO) 1101 4th Street, SW, 3rd Floor Washington, DC 20024.
2. The District reserves the right to adjust the tour of duty, within the hours outlined above, based on the needs of the OCIO.
3. The Contractor's personnel shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute unpaid breaks. The fifteen (15) minute breaks shall be taken one (1) in the morning and (1) in the afternoon.
4. The Contractor will be compensated for actual hours worked and mandatory training sessions by the Contractor's personnel which does not include morning, lunch and afternoon breaks.
5. The District may require work on weekends (Saturday and Sunday) or Holidays, as needed.
6. The Contractor shall ensure that all Contractor personnel providing IT services attend all mandatory training sessions directed by the OCFO.
7. The Contractor shall ensure that all Contractor personnel providing IT services maintain professional behavior and adhere to the OCFO Code of Conduct, revised 2014 (Attachment J.6) and OCFO Dress Code Personnel Policies and Procedure Manual, Chapter VI Office Protocol Section 601 Dress Code (Attachment J.5) and which shall be provided to the Contractor upon contract award.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

- D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.
- D.2.2 In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk.
- D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).

E.1.2 Inspection of Supplies

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

- (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
 - (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
 - (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
 - (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
 - (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
 - (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
 - (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
 - (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and

return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 ACCEPTANCE

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

E.3 WARRANTY OF SERVICES

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under

this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of discovery*. This notice shall state either:

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the Contract Effective Date.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one-year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) Contracting Officer

- i. The Contracting Officer (or “CO”) for this contract is:

Drakus Wiggins
Contracting Officer
1100 4th St. SW Suite E610
Washington, DC 20024
Telephone: (202) 442-7121
Fax: 202-442-6454
E-mail address: drakus.wiggins@dc.gov

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- iv. 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 cost increase incurred as a result thereof.

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Lisa Pierson
Contracting Officer Technical Representative (COTR)
1100 4th St. SW Suite E610
Washington, DC 20024
(202) 442-6352
lisa.pierson@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
 - b. Coordinating site entry for Contractor personnel, if applicable;
 - c. Reviewing invoices for completed work and recommending approval by the Contracting Officer if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
 - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2 INVOICE PAYMENT

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.
- G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

- G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 THE QUICK PAYMENT PROVISIONS

- G.4.1 Interest and Penalties to Contractors
 - G.4.1.1 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.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.
 - G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.4.2 Payments to Subcontractors
 - G.4.2.1 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 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.

G.4.2.2 The Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.4.2.3 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.

G.4.2.4 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4.3 Subcontract Requirements

G.4.3.1 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).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G. 5.1 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.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STAFFING

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.

- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

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

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

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

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

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

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

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts

with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

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

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

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

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

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

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

H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.

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

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

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

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

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

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

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and

that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.
- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its

occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.

H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.

H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.9 ADVISORY AND ASSISTANCE SERVICES

This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as

employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.10 CONFIDENTIALITY AND NONDISCLOSURE AFFIDAVIT

The Contractor shall provide a completed Attachment J.3, Confidentiality and Non-Disclosure Affidavit and Attachment J.4, Confidentiality and Non-Disclosure Affidavit Acknowledgment Form prior to commencement of service under the Contract to attest to the Contractor's safeguards of District and Federal tax information (FTI) in compliance with the U.S. Internal Revenue Services (IRS) Publication 1075.

SECTION I

CONTRACT CLAUSES

I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <http://does.dc.gov/service/wage-and-hour-compliance> or contact the Department of Employment Services at (202) 724-7000.

I.2 – I.15 RESERVED

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 – I.23 RESERVED

I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

I.26 RESERVED

I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

I.28 RESERVED

I.29 RESERVED

I.30 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

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

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. 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.

F. 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

G. NOTIFICATION. 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 and / 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 should his insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia
And mailed to the attention of:
(See G.1.a)**

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.31 – I.33 RESERVED

I.34 FORCE MAJEURE

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 ORDER OF PRECEDENCE

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

- (1) Task Order (herein referenced as "Contract")
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor's Proposal
- (5) Contractor's DC Supply Schedule Contract

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 Bidder/Offeror Certifications
- J.2 Doing Business with Integrity
- J.3 Confidentiality and Non-Disclosure Affidavit
- J.4 Confidentiality and Non-Disclosure Affidavit Acknowledgment Form
- J.5 Government of the District of Columbia Office of the Chief Financial Officer Code of Conduct Revised 2014
- J.6 Government of the District of Columbia Office of the Chief Financial Officer Personnel Policies and Procedure Manual Chapter VI Office Protocol Section 601 Employee Dress Code

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS			
<i>Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Midtown Personnel Inc.		Solicitation #: Contract No. CW49945	
Address of the Principal Place of Business (street, city, state, zip code): 1130 Connecticut Ave. NW Suite 1101 Washington, DC 20036		Telephone # and ext.: 202-887-4747	Fax #: 202-887-4748
Email Address: ward@themidtowngroup.com		Website: www.themidtowngroup.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
DBA	The Midtown Group	52-1645512	Active
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation: 1989	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____ Country _____			
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or (b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>			
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:			
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.3 Been proposed for suspension or debarment?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?			
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Please provide an explanation for each "Yes" in Part 2.			
PART 3: BUSINESS RESPONSIBILITY			
Within the past five (5) years, has the bidder/offeror:			
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.2 Been proposed for suspension or debarment?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(a) Any business-related activity; or			

(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS	
<i>Instructions for Section II: Section II contains seven (7) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest.</i>	
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT	
1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.	
1.2 The following officer or employee of the District of Columbia may benefit from this contract.	

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

- (a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:
 - (i) Those prices;
 - (ii) The intention to submit a bid/proposal; or
 - (iii) The methods or factors used to calculate the prices in the contract.
- (b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and
- (c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

- (a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or
- (b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii)

Tasha Manzano, Sr. Director of Government Services
[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

- (i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and
- (ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*, and agrees to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains three (3) parts which should only be completed only as applicable.

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product Yes No

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)

2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project. Yes No

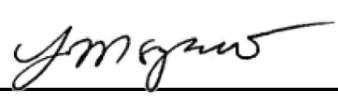
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)

3.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project. Yes No

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.

Name [Print and sign]: Tasha Manzano		Telephone #: 202-887-4747	Fax #: 202-887-4748
Title: Sr. Director of Government Services	Email Address: tasha@themidtowngroup.com		
Date: 09/11/19	Contract No: CW49945		

The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.

ATTACHMENT J.3
Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit (“Affidavit”) is entered into by **Midtown Personnel, Inc. dba The Midtown Group** (“Contractor”).

1. The Contractor and the Office of Chief Financial Officer of the District of Columbia (“OCFO”) have entered into contract **CFOPD-19-C-018A**, as amended (the “Contract”).
2. In performing these activities, Contractor understands that all information provided to it by the OCFO, including, but not limited to, the Office of Tax and Revenue (“OTR”) or any other agency within the OCFO is confidential (1) which are District tax returns or return information (2) which is identified as confidential at the time of disclosure or (3) which is such that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential, with the exception of information that is shown to have been:
 - (a) Rightfully in the possession of Contractor prior to the date of disclosure of such information to Contractor, as evidenced by written documents; or
 - (b) In the public domain prior to the date of disclosure to Contractor; or
 - (c) Supplied to Contractor by a third party who is under no obligation to the OCFO to maintain such information in confidence; or
 - (d) Developed by or for Contractor independently of the disclosure made under this Affidavit.
3. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
4. In order to safeguard District and Federal confidential information from unauthorized disclosure by Contractor in performance of its tasks under the Contract, Contractor agrees to comply with and assume responsibility for compliance by its employees of the following requirements:
 - (a) All work will be done under the supervision of Contractor or Contractor employees.
 - (b) The Contractor and the Contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
 - (c) Any such confidential information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract.

- (d) Such confidential information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract or as may be required by law, regulation or legal process. Thus, Contractor shall limit disclosure of such information within its own organization to only its partners, directors, officers, principals, or employees having a need to know, or partners, directors, officers, principals, or employees of affiliated entities or subcontractors having a need to know. Any personal or tax information protected by law from disclosure inadvertently given to Contractor by the OCFO, OTR, or any other department within the OCFO is protected tax information and is not to be disclosed under the confidentiality provisions of sections 820.01(d)(1) and (3), 821(d)(2), 1805.04, 2018, 2210, 3719, 4406 of the Title 47 of the D.C. Official Code, sections 508.1 and 608.1 of the District of Columbia Municipal Regulations, and I.R.C. § 6103.
- (e) Disclosure to anyone other than such directors, officers, or employees, of Contractor, or other than an OCFO official involved in review and evaluation of the functions of the OCFO, is prohibited.
- (f) All such confidential information will be accounted for upon receipt and properly stored before, during, and after processing.
- (g) In addition, all related output will be given the same level of protection as required for the source tax information material. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. No work involving returns and return information furnished under the Contract will be subcontracted without prior written approval of the IRS.
- (h) All computer systems processing, storing and transmitting confidential information must meet or exceed reasonable computer access protection controls. To meet these requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability procedures and documentation. Reasonable security features must be activated to protect against unauthorized use of and access to confidential information.
- (i) In addition, all computer systems receiving, processing, storing or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (j) Contractor agrees that, at the time the work is completed, at the request of the OCFO, any such confidential information processed during the performance of the Contract will be completely purged from all data storage components of Contractor's computer facilities, and no output will be retained by Contractor; provided, however, Contractor may retain a copy of such information to the extent required by professional standards, Contractor's policies or in connection with computer system backups. If immediate purging of all information storage components is not possible, Contractor certifies that any such information, including any

Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- (k) Contractor will be responsible for the destruction of spoilage or any known intermediate hard copy printouts related to the confidential information and will provide the OTR or representative designated by the OCFO with a statement containing the date of destruction, description of material destroyed, and the method used. Contractor may retain a copy of such information to the extent required by professional standards or Contractor's policies. However, any Federal Tax Information processed, as described above in this paragraph, will be given to the OCFO or his or her designee. If this is not possible, Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the above-referenced statement to the OCFO or his or her designee.
- (l) Contractor will maintain a list of employees authorized access to such information. Contractor will provide this list to, OTR, or the designated OCFO agency and provide updates of any changes to that list promptly after they occur. Such list will be provided upon request to the IRS reviewing office. No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS. Contractor shall include with each list and update an Affidavit Acknowledgment Form (enclosed) signed by each employee authorized to access to such information.
- (m) This Affidavit shall not be construed as creating, conveying, transferring, granting or conferring upon Contractor or any other person any rights, license or authority in or to the information exchanged, except the limited right to use such information for the purposes specified in the Contract.
- (n) No license or conveyance of any intellectual or property rights is granted or implied by this Affidavit or the Contract.
- (o) Neither the OCFO nor its representative agencies has an obligation under this Affidavit to purchase any service, goods, or intangibles from Contractor or any other person.
- (p) Furthermore, Contractor hereby acknowledges and agrees that the exchange of information under the Contract shall not commit or bind the District or its representative agencies and/or employees to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
- (q) No specification in this Affidavit of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach, or threatened breach of this Affidavit.
- (r) This Affidavit is made under and shall be construed according to the laws of the District. In the event that this Affidavit, is breached, any and all disputes must be settled in a court of competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.

(s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.

(t) The OCFO will have the right to void the contract if the Contractor fails to provide the safeguards described above.

5. **INSPECTION.** The IRS and the OCFO, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

6. CRIMINAL/CIVIL SANCTIONS

(a) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(b) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

- (c) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (d) Contractor will participate in safeguard awareness training, provided by OTR, prior to accessing and/or handling Federal Tax Information. Contractor hereby certifies that each individual understands the OCFO's security policy and procedures for safeguarding IRS information. Contractor will maintain their authorization to access Federal Tax Information through annual recertification. The initial certification and recertification will be documented and placed in the OCFO's files for review. As part of the certification and at least annually afterwards, Contractors will be advised by the OCFO of the provisions of IRCs 7431, 7213, and 7213A. The training provided by the OCFO before the initial certification and annually thereafter will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, Contractor will sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

WHEREFORE, Contractor acknowledges that they have read and understand this Affidavit and voluntarily accept the duties and obligations set forth herein.

CONTRACTOR:

By:  Date: 09/11/19

Name: Tasha Manzano

Title: Sr. Director of Government Services

Confidentiality and Non-Disclosure Affidavit
Acknowledgment Form

for

The Confidentiality and Non-Disclosure Affidavit understood and agreed to by **Midtown Personnel, Inc. dba The Midtown Group** (“Contractor”) related to the Contract No. **CFOPD-19-C-018A**, entered into between the Contractor and the Office of Chief Financial Officer of the District of Columbia (“OCFO”)

WHEREFORE, as an employee, or as a subcontractor, of the Contractor, I, solely and individually, acknowledge:

- 1) HEREBY, I have received the Confidentiality and Non-Disclosure Affidavit,
- 2) HEREBY, I have read and understand the Confidentiality and Non-Disclosure Affidavit, and
- 3) WHEREAS, I voluntarily accept the duties and obligations and shall comply with the policies set forth therein and any revisions made thereto.

Signature: _____

Name: _____

Title: _____

Name of Employer: _____

Date: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer



Code of Conduct

Revised February 2014

MESSAGE FROM THE CHIEF FINANCIAL OFFICER

Public confidence is critical to the effectiveness of the Office of the Chief Financial Officer. This requires our continuing vigilance to improve management systems and promote a culture of integrity within the OCFO.

OCFO employees are expected to be honest, hardworking and eager to meet the high standards of public service. Employees are required to read thoroughly the Code of Conduct, and conduct themselves in accordance with its contents. Although many of the standards and concepts within the Code are straightforward, some are more complex and may require additional time for review. Employees are required to familiarize themselves with the document in its entirety to ensure proper compliance is maintained at all times.

The Code of Conduct emphasizes that:

- The OCFO has a zero tolerance policy for fraud and misconduct
- Employees must report fraud, misconduct, suspicious activity and other violations
- The OCFO will support employees in meeting this reporting responsibility; will take action on matters that are reported; and will not tolerate retaliation against whistleblowers
- Failure to abide by the Code of Conduct will lead to disciplinary action.

The Code of Conduct is not intended to be all inclusive. The OCFO Shared Values describes in greater detail how we see ourselves as an ethical organization. It is intended to assist all of us in making ethical work-related decisions. The document is available on our CFO Intranet site by accessing the Ethics and Integrity link and is also available in print from the Human Resources Division.

I strongly encourage you to take advantage of the OCFO resources available to help you do the right thing. Read the Code of Conduct and the Shared Values and actively participate at our annual mandatory integrity and ethics awareness training. Also, seek advice. You may start with your supervisor or go directly to those with particular expertise in this area, i.e., the Ethics Officer and the Office of Integrity and Oversight.

Maintaining the integrity of the OCFO is every employee's responsibility. Managers have a special accountability and responsibility for creating an ethical climate, serving as examples of upholding the highest standards of integrity, and maintaining a robust internal control program that safeguards the integrity of their operations, including preventing and promptly detecting fraud.

The success of the OCFO depends upon us meeting both our legal and ethical responsibilities. I have no doubt that through your dedication and hard work, we will continue to build upon our achievements and maintain the confidence of the public we serve.

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MISSION, VALUES AND ZERO TOLERANCE POLICY FOR MISCONDUCT

The mission of the Office of the Chief Financial Officer (OCFO) is to enhance the fiscal and financial stability, accountability, and integrity of the Government of the District of Columbia (District).

The OCFO has identified three strategic values to achieve its mission:

- Integrity
- Accountability
- Public Service

The mission can only be accomplished if all OCFO employees take notice of their professional and ethical obligations and perform their duties with honesty and integrity. Thus, the Office of the Chief Financial Officer is committed to a zero tolerance policy for fraud and misconduct.

Responsibilities

The OCFO expects employees to act with integrity, not only in terms of their own conduct, but in fulfilling their duty to report fraud, misconduct and suspicious or inappropriate activity, consistent with the OCFO zero tolerance policy.

Employees are required to acknowledge receipt of the Code of Conduct, read and follow its rules, attend annual OCFO integrity and ethics training, and request clarification when necessary from their supervisor, the Office of General Counsel or the Office of Integrity and Oversight, as appropriate.

Failure to abide by this Code of Conduct, or any law and regulation, will lead to disciplinary action appropriate to the violation, up to and including termination of employment.

Preamble

This Code of Conduct (Code) is designed to give all OCFO employees notice of their professional and ethical obligations, and to guide them in the fulfillment of their professional duties.

The Code imparts three fundamental values:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for himself/herself or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

Employees shall not engage in criminal, infamous, or dishonest conduct, or any conduct prejudicial to the D.C. Government. This Code is not intended to be all-inclusive. Any act that tends to discredit the OCFO should be avoided, regardless of whether it is described in this Code.

In the event an OCFO organization (or an agency outside of the OCFO cluster in which OCFO employees function) promulgates rules of conduct unique to its mission that may overlap with the OCFO code, the more restrictive rule should always be followed.

Questions and Advice

The OCFO Ethics Officer is available to provide guidance regarding this Code and can be reached at (202) 442-8073. The OCFO Intranet site also contains relevant information on ethics issues.

Notice of Non-Discrimination

Employees shall not discriminate against or harass any other employee, applicant for employment or person dealing with the OCFO on official business on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business.

Sexual Harassment, a form of sex discrimination, is prohibited, and will not be tolerated.

Employees who engage in discriminatory conduct will be subject to disciplinary action.

The EEO and Diversity Specialist for OCFO is available to address these issues and can be reached at (202) 442-4069.

I. WORKPLACE PROFESSIONALISM

Employees are expected to conduct themselves with the public and with their fellow employees in a manner which will enhance public respect for, and confidence in, the employee and the Office of the Chief Financial Officer as a whole.

The OCFO is committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Such conduct in the workplace or in connection with official business will not be tolerated and will be dealt with appropriately. This includes disciplinary action as well as possible criminal penalties.

Employees shall:

- Treat members of the public in a courteous manner
- Deal with co-workers, supervisors and other government employees in a professional and respectful manner
- Perform their duties in a wholly impartial manner
- Maintain accurate records
- Wear OCFO identification at all times while on duty.

Additionally, employees shall avoid any action that may lead members of the public to believe that the employee is:

- Using public office for private gain
- Giving preferential treatment to any citizen
- Making work-related decisions contrary to agency/department policy
- Using one's official position to harass or intimidate any person or entity.

II. CONFIDENTIALITY

Employees shall not disclose official information without proper authority. Employees should keep confidential all sensitive information, such as financial information that may adversely affect the District's financial position, District, State and Federal tax information and employee personnel records.

An employee may not engage in a financial transaction using nonpublic Government information, nor allow the improper use of such information to further his/her own private interest or that of another, whether through advice or recommendation, or by unauthorized disclosure.

It is unlawful for any employee or any former employee to divulge the amount of income or any information set forth or disclosed in any tax record or other confidential information.

The following are examples of prohibited activities:

- Accessing personnel records for personal use or curiosity or disseminating that information to unauthorized individuals
- Divulging information related to the District's cash flow or deficit status
- Accessing tax records for personal use

- Working on matters involving family, friends, or associates (the employee must notify his/her supervisor and request reassignment of the work)
- "Browsing" of tax records or payroll data in order to satisfy personal curiosity
- Giving information to friends or relatives concerning taxpayers
- Disclosing confidential information relating to internal policies, procedures, and investigations.

If an employee is uncertain whether disclosure is authorized in a particular situation, he or she should discuss the facts with a supervisor or the Office of General Counsel.

Safeguarding Sensitive Information and Reporting Its Theft or Loss

All employees must make every effort to assure the security of government property and information and prevent the unauthorized disclosure of protected information/data in the use of District owned or leased computers.

The theft of government property must be promptly reported to your manager and to the Office of Integrity and Oversight. If the theft involves sensitive data, such as social security numbers, confidential tax information, or other sensitive financial information in the possession of the OCFO, the theft must be reported immediately to your manager and to OIO, along with notification that the stolen property contains sensitive information. The police also should be contacted as circumstances warrant.

Receipt of Subpoenas, Summonses, and FOIA Requests

All subpoenas and summonses should be submitted promptly to the Office of General Counsel. All Freedom of Information Act requests should be submitted promptly to the agency FOIA officer or the Office of General Counsel for an appropriate response.

Contact with the Media

All requests from the news media for information of any kind regarding the operations and responsibilities of the OCFO must be referred to the OCFO Office of Communications.

III. CONFLICT OF INTEREST

Employees should perform all responsibilities with the highest degree of integrity and professionalism. This conduct is necessary for the fair and impartial administration of laws, regulations and policies.

Conflict of Interest:

A situation in which an employee's private interests, usually financial, conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

Below are some areas in which a conflict may arise:

Outside Employment and Outside Activities

The Office of the Chief Financial Officer has determined that effective administration of its ethics program requires prior approval of specific types of outside activities including outside employment, as described below. In addition, the OCFO has identified certain activities that are specifically prohibited, as described in this section and in the sections that follow on Representation, and Specific Prohibitions on Tax-Related Activities.

Prior approval may not be necessary for activities that are religious, social, political, charitable, personal or honorary in nature. However, an employee may not engage in outside employment or any other outside activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Questions about permissible activities must be referred to the OCFO Ethics Officer.

Employees may, with prior written approval of their supervisor and the Director of Human Resources, engage in outside employment and activities. The employment/activity must not interfere with the efficient performance of the employee's official duties. Furthermore, it must not create a real conflict of interest, or create the appearance of a conflict of interest, between the employee's private interest and the employee's duties and responsibilities with the OCFO.

As a general matter, OCFO employees are permitted to engage in outside employment and activities, such as teaching, writing, speaking engagements, and consulting, that are not prohibited by law, regulation or OCFO standards--provided that such activities are conducted outside of the employee's regular working hours, or while the employee is on annual leave or leave without pay. The OCFO Ethics Officer must review all requests for service as an expert witness and compensation for teaching, speaking or writing that relates to the employee's official duties prior to submitting the request to the Director of Human Resources for approval.

Representation as an Agent or Attorney

An OCFO employee may not represent another as an agent or attorney, with or without compensation, before an agency, officer, commission, or court in connection with any matter in which the District is a party or has a direct and substantial interest. This provision applies whether or not the employee makes a personal appearance in the proceeding.

Specific Prohibitions on Tax-Related Activities

The following activities are prohibited for all Office of Tax and Revenue (OTR) employees and any OCFO employee who has been notified in writing by the OCFO that his/her position precludes such activities:

- Tax return preparation for compensation, gift or favor; employees should also limit free tax return preparation except for family, family business, and organized nonprofit projects, such as volunteers in tax assistance. This prohibition applies to all District, local, state and federal taxes
- Appearing on behalf of any taxpayer as a representative before any District, local, state or federal agency in any action involving a tax matter, except on written authorization by the Chief Financial Officer or his/her designee
- Performance of legal services involving District, local, state or federal tax matters.
- Tax related debt collection; this prohibition applies to all District, local, state and federal taxes.
- Tax and financial planning or tax counseling for compensation; this prohibition applies to all District, local, state and federal taxes
- Real Property appraisals for District properties
- Participation in real property tax sales or sales of property seized by the Office of Tax and Revenue (see restriction for family members at the end of this list)*
- Participation as an agent in real estate transactions in the District
- Title searches for District properties.

*Family members of OTR employees and designated OCFO officials, as described above, are also prohibited from participating in these activities. For this purpose, a family member is an employee's spouse/domestic partner, relatives of the employee and of the employee's spouse/domestic partner who are full time residents of the employee's household, and the employee's minor children, irrespective of residence.

Prohibition Concerning D.C. Government Public Auctions

Current D.C. regulations prohibit all D.C. Government employees, their agents, or members of their households from bidding or purchasing District surplus property offered at public auction. OCFO employees are subject to this prohibition regardless of whether an OCFO agency is involved in the auction.

Prohibitions Concerning the Purchase of D.C. Lottery Tickets

By statute, employees of the D.C. Lottery and Charitable Games Control Board (DCLB) and family members are prohibited from purchasing DCLB lottery tickets and sharing and receiving DCLB lottery prizes, and they are subject to other restrictions relating to purchasing tickets in the District of Columbia for games administered by a multi-state lottery with which DCLB is associated. DCLB employees should consult the Ethics Officer for guidance.

The above-cited restrictions also apply to any OCFO employee (and family members) who has been so notified in writing by the OCFO in view of the duties of the position and relationship to DCLB operations.

Disqualification from Certain Assignments

Employees have an obligation to avoid the potential conflicts of interest that exist in their employment. Employees should not participate in a tax-related action or assignment involving the employee, a member of the employee's

family, or any individual or business with which the employee or member of the employee's family or household has a personal or financial interest.

Employees have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their agency head or his/her designee. If a conflict exists, the employee should request from his/her supervisor a reassignment of any case which involves the employee's immediate family, friend, or any person or entity with whom the employee has a significant relationship.

Post-Employment Restrictions

OCFO employees who are thinking about seeking a job outside the District Government need to be aware of the legal requirements that apply to the process of looking for other work. In addition, both current and former employees should know about potential post-employment restrictions before they begin a non-Government job. These restrictions are needed to safeguard public confidence in the integrity of Government employees by preventing actual and apparent conflicts of interest. Employees should pay close attention to these requirements because they carry potential criminal and administrative sanctions.

As a general rule, an employee may not participate personally and substantially, as a government employee, in any particular matter in which a person or an organization, with whom he/she is seeking employment or has any arrangement concerning prospective employment, has a financial interest. The post-employment laws contain more detail than can be fully described in this document.

Employees who are thinking about seeking employment or are actually doing so may obtain oral or written advice on seeking other employment or the post-employment laws from the OCFO Ethics Officer. Former OCFO employees may also contact the Ethics Officer with post-employment questions.

Federal Bribery and Conflict of Interest Laws

OCFO employees generally understand that they are bound by the various laws, including criminal statutes, contained in the D.C. Code. However, there are certain criminal statutes in the federal criminal code that apply not only to employees of the federal government, but also to officers and employees of the District of Columbia government. These crimes, known as the Bribery and Conflict of Interest statutes, are set forth in Chapter 11 of Title 18 of the United States Code, specifically Sections, 201, 203, 205, 207, 208, 209 and 216.

IV. OTHER ETHICAL CONSIDERATIONS

Surreptitious Tape Recordings in the Workplace

Recording conversations in the workplace or while conducting business on behalf of the OCFO with a recording or electronic transmission device, without the knowledge and consent of all parties who are part of the conversation, is prohibited. This prohibition is intended to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue, especially when sensitive or confidential matters are being discussed. Any employee who records or electronically transmits a conversation in violation of this policy shall be subject to termination.

Duty to be Honest

It is vital to the OCFO that the public is able to rely on the honesty of all of our employees. Therefore, employees shall perform their duties with honesty and integrity. An employee shall not make any false or misleading verbal or written statements in matters relating to his/her official duties, submit false claims or make false allegations, or engage in any dishonest or illegal activity.

Duty to File Returns and Pay Tax

OCFO employees must set the highest example for tax compliance with all applicable local, state, and federal tax laws and display the highest level of ethical conduct in the resolution of disputed personal tax issues. This includes the accurate reporting of all income, deductions and credits, assuring that tax withholding is sufficient to meet legal

requirements, and that property tax information is accurate. Each OCFO employee is required to file timely all applicable local, state, and federal tax returns, and make payment in full when due. Employees are responsible for their personal tax compliance and should be knowledgeable of their tax affairs even if they are handled by a professional, spouse, or others.

Duty to Satisfy Just Financial Obligations

Employees shall pay each just financial obligation in a proper and timely manner. For the purpose of the Code of Conduct, a "just financial obligation" means one acknowledged by the employee or reduced to judgment by a court or one imposed by law; "in a proper and timely manner" means in a manner which the OCFO determines does not, under the circumstances, reflect adversely on the OCFO as an employer. In the event of a dispute between an employee and an alleged creditor, this section does not require the OCFO to determine the validity or amount of the disputed debt.

Requirement for Annual Integrity and Ethics Training

Every OCFO employee shall attend an annual integrity and ethics training presentation sponsored by the OCFO. An employee must attend an entire session and certify his or her attendance.

D.C. Office of Campaign Finance Disclosure Statement

Each year employees whose official position has been so designated by management must complete and file the District of Columbia Office of Campaign Finance Financial Disclosure Statement. A letter is mailed to the home address of covered employees. Covered employees are also required to file a final Financial Disclosure Statement with the Office of Campaign Finance within 90 days of separation from government service.

OCFO Confidential Financial Disclosure Report (OCFO Form 450)

OCFO employees, DS 13 or above, or those employees whose official positions have been so designated by management, must annually complete the OCFO Confidential Financial Disclosure Report (Form 450). The OCFO Form 450 is sent electronically to covered employees at the end of the reporting calendar year.

Gifts

The term "gift" includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services, as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

Gifts From Outside Sources

OCFO employees shall not solicit or accept, either directly or through the intercession of others, any gift from a taxpayer involved in any tax administration matter or a person or business that:

- Has, or is seeking to obtain, contractual or other business or financial relations with the D.C. Government
- Conducts operations or activities that are subject to regulation by the D.C. Government
- Has an interest that may be favorably affected by the performance or non-performance of the employee's official responsibilities
- Is an organization, most of whose members are described above
- Gives the gift because of your official position.

This rule does not apply to

- An insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal
- Unsolicited advertising or promotional material such as pens, pencils, note pads, calendars, and like items of nominal value
- Items of little inherent value that are intended solely for presentation, such as plaques, certificates and trophies
- Anything for which you pay market value

- Obvious personal relationships such as those that exist between an employee and his or her parents, children or spouse, when the circumstances make it clear that the motivating factor in these relationships is the individual's close family ties, rather than the business of the persons concerned.

There are other exceptions to the "gift rule", such as discounts available for Government employees as a group, and free attendance at widely attended meetings and events where the employee's attendance is determined to be in the best interest of the agency. These and other possible exceptions have limitations based on the circumstances. Therefore, if an employee has any question about whether a gift can be accepted, the employee should contact the OCFO Ethics Officer for a determination.

Employees should not attend holiday celebrations sponsored or hosted by contractors, entities seeking to obtain contracts with the District, or entities regulated by the District, nor allow those entities to supply food, refreshments, or other items of value to employee-hosted events.

Since employees may not accept any gift or thing of value, the acceptance of gifts like travel expenses, lodging, meals, invitations or tickets to spectator and other events (e.g., a basketball game, the ballet, private club, sports tournaments, museum admission fees, tours, celebrations, galas), and services (e.g. car washing, investment counseling) is prohibited.

The offer of something of value may constitute a crime. Except for those areas in which the gift prohibition rule does not apply, as described above, employees must promptly report to the Internal Security Division of the Office of Integrity and Oversight (OIO) the offer of any gift or gratuity.

If an employee receives a prohibited gift, including perishable items, which he or she was unable to decline, e.g. it was delivered to the office, or where circumstances, such as a presentation at a public event or where sensitivities indicate it would cause embarrassment to a well-intentioned citizen, the employee should promptly contact the Internal Security Division of the Office of Integrity and Oversight. Internal Security will address the matter and arrange for the return, disposition or retention of the item, as appropriate.

Any gift offered or received from a foreign government must be reported to the OCFO Ethics Officer, who will coordinate with Internal Security concerning retention or disposition of the item.

Gifts Between OCFO Employees

The definition of gift is the same as described in the above section.

Gifts To Superiors

Employees should not solicit contributions from other employees for gifts to persons in superior positions, or make a donation as a gift to a superior, or accept a gift from a subordinate employee. This does not preclude the presentation or acceptance of a voluntary gift of nominal value, or of a cash donation in a nominal amount, when given on a special, infrequent occasion, such as birthday, a holiday on which gifts are traditionally given or exchanged, marriage, birth or adoption of a child, retirement, resignation, illness or death.

For the purposes of this section, the term "gift to a superior" means an item other than cash, and the terms "nominal value" and "nominal amount" mean, per occasion, a \$25 maximum for an employee when making an individual gift or a \$10 maximum per employee when collecting for a group gift to a superior.

Solicitors must make clear to all prospective contributors that contributions are voluntary. Supervisors should not solicit a gift, or contributions from an employee under his supervision under any circumstances.

Gifts Between Employees

Gifts from superiors to subordinates, as well as gifts between employees that do not involve a subordinate-superior relationship, are permissible if the gifts:

- Are provided on an occasional basis, such as occasions on which gifts are traditionally given or exchanged, and
- Are of a value appropriate to the occasion and the relationship of the employees, and
- Do not create the appearance of impropriety due to the frequency and/or value of the gift(s).

The OCFO Ethics Officer is available to provide guidance on this subject and should be consulted if an employee has any questions on this subject.

Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she obtain the services of any particular accountant, attorney, or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business which involves or may involve the OCFO.

Cooperation with Official Inquiries

Employees shall respond to questions truthfully and under oath when required, whether orally or in writing, and must provide documents and other materials concerning matters of official interest when directed to do so by competent D.C. Government authority, such as the OCFO Office of Integrity and Oversight and the D.C. Office of the Inspector General, and other such agencies.

Use of Government Property and Official Time

Employees have a duty to protect and conserve Government property and resources and shall not use such property and resources, or allow its use, for other than authorized purposes. Employees shall adhere to District Government policies concerning the use of Government property, which includes, but is not limited to, information technology resources and Government motor vehicles.

OCFO policy on the acceptable and intended use of OCFO computers, the D.C. Government email system, accessing the internet, and other related subjects is available on the CFO Intranet by accessing the Ethics and Integrity link (Documents).

Employees shall use official time in an honest effort to perform official duties.

Soliciting, Selling and Canvassing

Employees shall not, by any means including email, solicit, make collections, canvass for the sale of any article, or distribute literature or advertising in any government-owned or leased property or while on duty without appropriate authority.

Gambling, Betting, and Lotteries

Employees shall not participate, while on government-owned or leased property or while on duty, in any gambling activity, including the operation of a gambling device, in conducting a lottery pool, in a game for money or property, or in selling or purchasing a numbers slip or ticket, except for those lawful activities sponsored by the D.C. Lottery and Charitable Games Board, or necessitated by an employee's agency-approved law enforcement duties.

Political Activities

OCFO employees are reminded of their obligations under District and federal law concerning political activities. Although government employees are permitted to take part in partisan political campaigns, employees are cautioned that there are significant restrictions on employees' political activity. Employees are responsible for familiarizing themselves with these provisions. If you have questions about the Local Hatch Act, contact the Board of Ethics and Government Accountability (BEGA) at (202) 481-3411 or visit the BEGA website: www.bega-dc.gov.

If your position is paid in whole or in part by federal funds, be advised that you are also subject to the federal Hatch Act. If you have questions about the federal Hatch Act, contact the U.S. Office of Special Counsel (OSC) (800) 854-2824 or visit the OSC website: www.osc.gov. OCFO employees may also contact the OCFO Ethics Officer for guidance and assistance.

V. ILLEGAL ACTIVITY

Controlled Substances and Intoxicants/Alcohol

No employee shall sell, use or possess controlled substances or intoxicants in violation of the law, while on government-owned or leased property or official duty, or use a controlled substance or intoxicant, such as alcohol, in a manner that adversely affects the employee's work performance.

Weapons

No employee shall possess firearms, explosives or other dangerous or deadly weapons, while on official duty or on government-owned or leased property.

Reporting Arrests, the Filing of Criminal Charges, and the Disposition of Charges

Employees must notify the OCFO Director of Human Resources within seven business days of being arrested for any offense, and whenever criminal charges have been filed against the employee for any misdemeanor or felony.

Employees are similarly required to report the disposition of any criminal charge regardless of the outcome of the case by the next business day. This reporting requirement does not apply to the disposition of traffic offenses, except in the following circumstances:

- The employee was arrested in connection with the traffic offense, or
- The cited violation was alcohol or drug related, or
- The disposition of the case involved an actual or suspended sentence of incarceration or community service, or
- The disposition results in the suspension or revocation of the driver's license of an employee whose official duties require the possession of a valid driver's license.

VI. RESTRICTIONS IN THE ACQUISITION OF GOODS AND SERVICES

Under no circumstances should an order (written or verbal) be sent to a vendor or contractor without the authorizing signature of both the OCFO Director of Procurement and the OCFO Financial Officer. If a situation arises where an OCFO component agency must obligate the government in the form of a purchase order or contract that is unbudgeted or not identified in its annual budgeted spending plan, the component agency must work directly with the OCFO Financial Operations staff to identify funding and document the variation from the authorized spending and determine any financial or operational impact which may occur. It is imperative that these policies and procedures are followed in order to ensure the financial integrity of the OCFO and the Government of the District of Columbia. Failure to adhere to these policies and procedures may result in disciplinary action and exposure to civil monetary penalties and imprisonment.

Use of Government Credit Cards

All purchases for the OCFO with a District Government authorized credit card must be in accordance with District Government rules and regulations governing the use of these cards. OCFO employees are responsible for knowing the requirements for use of these cards and shall comply with all such requirements, including the types of purchases and the dollar ceilings established. Information concerning these requirements is available from your manager or the OCFO Office of Contracts and Procurement.

Requirement of a Valid Written Contract

Except in cases of authorized purchases under the District's credit card program, all OCFO employees shall obtain goods and services only in accordance with a valid written contract, pursuant to OCFO rules and regulations established by the OCFO Office of Contracts and Procurement. No OCFO employee shall enter into an oral agreement with a vendor to provide goods or services. Information concerning these requirements is available from the OCFO Office of Contracts and Procurement.

Anti-Deficiency Act Requirements

All employees shall comply with the requirements of the "District Anti-Deficiency Act of 2002" and Mayoral guidance on the subject. Specifically, all employees are prohibited from: making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund; involving the District in a contract or obligation for the payment of money before an appropriation is made unless authorized by law; approving a disbursement without appropriate authorization; or deferring the recordation of a transaction incurred in the current fiscal year to a future

fiscal year. Information concerning the requirements of the Anti-Deficiency Act is available from the Office of General Counsel.

VII. REPORTING MISCONDUCT AND OTHER VIOLATIONS

The OCFO provides an environment that fosters employee confidence in meeting his/her responsibility to report wrongdoing. OCFO management shall take effective action on matters that are reported, and demonstrate organizational support for employees who in good faith report misconduct and suspicious or inappropriate activity. No manager shall take or threaten to take any action against any employee as a reprisal for making a complaint or disclosing information pursuant to this Code of Conduct.

Employees must report promptly to the Office of Integrity and Oversight (OIO) any information that an employee, former employee, or contractor engaged in

- Violations of this Code of Conduct
- Criminal conduct in a matter under the responsibility of the OCFO
- Fraud, waste, abuse
- Suspicious activity.

Reporting Bribe Attempts and Gratuities

- Employees must promptly report incidents of attempted bribery to OIO, which is responsible for referring the matter to the law enforcement agency with jurisdiction. Employees should contact OIO for assistance when uncertain whether a bribe overture was made.
- Employees must promptly report to OIO the offer or receipt of any gift from a prohibited source, as described in the Gifts section of this Code of Conduct.

Reporting Management Issues and Serious Program Incidents

- Employees must report management issues and program concerns to their supervisor or other appropriate management officials.
- Employees must report to OCFO management or to OIO serious instances of mismanagement or abuse which jeopardize an OCFO program or operation, the public safety, or where District funds are placed at risk.

How to Report Misconduct and Other Violations

Violations can be reported by telephone, in person, mail or electronically, to

Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750 E
Washington, DC 20024
(202) 442-6433

Reporting can be done electronically through the CFO Intranet, by accessing the Ethics and Integrity link and then accessing How to Report Misconduct, Suspicious Activity, and Other Violations, which has a link to the electronic form.

OCFO Hotline

In order to address any concern an employee may have about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service, which ensures that employees can report anonymously.

Information on this system and how it ensures anonymity is contained on the CFO Intranet, by accessing the Ethics and Integrity link, and then accessing "Reporting Misconduct." This site also has a link to access this hotline online, or it can be accessed directly at www.ocfo.ethicspoint.com.

Reports can also be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805.

Employees may, for whatever reason, report fraud, waste, and abuse directly to the District of Columbia Office of the Inspector General (OIG). OIG is located at 717 14th Street, N.W., 5th Floor, Washington, DC 20005. Reporting can be done electronically at www.oig.dc.gov or by telephone at 1-800-521-1639.

VIII. POINTS OF CONTACT ON CODE OF CONDUCT ISSUES

OCFO Confidential Hotline	1-877-252-8805
OCFO Office of Integrity and Oversight	(202) 442-6433
OCFO Ethics Officer	(202) 442-8073
OCFO Office of General Counsel	(202) 727-9528
OCFO Office of Human Resources	(202) 442-6523
OCFO EEO and Diversity Specialist	(202) 442-4069
DC Office of the Inspector General	(202) 727-2540

CHAPTER VI. OFFICE PROTOCOL

601 Employee Dress Code

- 601.1 Employees are expected at all times to present a professional image to customers and the public.
- 601.2 Employees are prohibited from wearing revealing attire, torn clothing, halter tops, shorts, t-shirts, novelty hats or similar items of casual attire that do not reflect a professional appearance.
- 601.3 If an employee's dress in the workplace is not in compliance with this policy, the employee will be counseled by his /her supervisor.
- 601.4 Employees who do not comply with the OCFO dress policy may be directed to leave the office to change into more appropriate attire and will be charged annual leave or compensatory time during such absences, if the supervisor determines that such action is warranted under the particular circumstances. Repeated violation of the dress policy will subject the employee to disciplinary action.
- 601.5 Management may implement a "No Tie Summer" or "Business Casual Day" policy, when appropriate, as long as employees dress in a neat and clean manner and project a positive image.