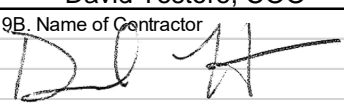
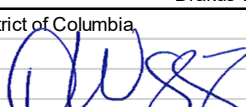


Contract No. CFOPD-21-C-013
 OPEB Outsourced Chief Investment Officer Services (OCIO)

AWARD/CONTRACT		1. Solicitation Number CFOPD-20-R-037		Page of Pages			
				1	57 + Attachments		
2. Contract Number CFOPD-21-C-013		3. Effective Date See 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024		Code		6. Administered By (If other than line 5) Office Finance and Treasury 1101 4th Street S.W. Suite 850W Washington, DC 20024 (202) 727-0107			
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Aon Investments USA Inc. 200 East Randolph Street, Suite 700 Chicago, IL 60601 Attn: John Savage, Investment Solutions Director Email: john.savage@aon.com Tel.: +1 312 515 4903		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment			
Code		Facility		10. Submit Invoices to the Address shown in Line 12 (2 copies unless otherwise specified)			
11. Ship to/Mark For Office of the Chief Financial Officer Office of Logistics and Support Services Suite W1636 1101 4th Street, S.W. Washington, DC 20024 202-442-6930		Code		12. Payment will be made by Office of the Chief Financial Officer Office of Management and Administration Financial Operations/Accounts Payable https://vendorportal.dc.gov 1100 4th Street, SW Suite E600 Washington, DC 20024			
13. Contract Type Requirements with NTE Ceiling		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	OPEB Outsourced Chief Investment Officer Services (OCIO)	1	Lot	NTE \$950,000.00	NTE \$950,000.00		
				Total Amount of Contract	NTE \$950,000.00		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	30
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	4		J	List of Attachments	57
	D	Packaging and Marking	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	15		K	Representations, Certifications and Other Statements of Offerors	
	F	Deliveries or Performance	19		L	Instructions, conditions & notices to offerors	
	G	Contract Administration Data	20		M	Evaluation factors for award	
	H	Special Contract Requirements	26				
Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <input type="checkbox"/> 1 pdf copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) David Testore, COO				20A. Name of Contracting Officer Drakus Wiggins			
19B. Name of Contractor 		19C. Date Signed 1/11/21		20B. District of Columbia 		20C. Date Signed 01/27/2021	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office Finance and Treasury (the "District") is awarding Outsourced Chief Investment Officer ("OCIO") services for the District of Columbia Other Post-Employment Benefits Fund ("OPEB", "Plan", or "Trust Fund").

B.1.1 The rules under CFO Order Number 15-14, Benefit Plans shall govern this Contract. The services are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. ("PPRA")); (ii) D.C. Council contract review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

B.2 CONTRACT TYPE

B.2.1 The District hereby awards a Requirements Contract.

B.2.2 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantity of \$1.5 billion assets under management (AUM) reflects the best estimates available. The estimate shall not be construed as a representation that the estimated AUM will be required or that conditions affecting requirements will be stable. The estimated AUM shall not be construed to limit the AUM which may be required of the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements under the Contract.

B.3 ALL-INCLUSIVE PRICING

B.3.1 The stated Unit Price for each Contract Line Item Number (CLIN) shall be in the form of basis points (bps; i.e. 0.0X%), fixed, and inclusive of all 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 price shall exclude investment manager fees and product fees.

B.3.2 The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract and shall be based on the Unit Price times the Estimated Quantity.

B.3.3 The Contractor's pricing herein shall apply for the duration of the Contract's Base Period and for the duration each of the Contract's Option Periods, if exercised, in accordance with Section F of the Contract.

B.3.4 The Contractor's price shall be based on the unit price of CLIN 001 on the first \$500 million AUM and the unit price of CLIN 002 thereafter. The Contractor's price shall include to

implement fund to fund investments. The Contractor shall complete the document review, subscription documents, capital calls, reporting, accounting for the fund of fund itself as opposed to each direct fund investment.

B.4 PRICE SCHEDULE

B.4.1 Yearly Price Schedule

CLIN	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Estimated Price
001	OCIO Services Fee	\$500,000,000	AUM	9 bps (0.09%)	\$450,000.00
002	OCIO Services Fee	\$1,000,000,000	AUM	5 bps (0.05%)	\$500,000.00
Total Estimated Price					\$950,000.00

B.5 OPTIONAL ITEMS

- 1) The District may decide to exercise the option for purchasing Optional Items in the best interest of the District through a bilateral modification to the Contract.
- 2) The Contractor herein provides its Optional Items Price Schedule for services not included in the Section B.4, Price Schedule. The Contractor pricing for the Optional Items shall be for the Base Period and any option year exercised in the event Optional Items are exercised in an option period.
- 3) As an Optional Item, the District may decide to participate in direct private fund investments. The Contractor shall review each offering document and complete the third-party party subscription agreement. Additionally, the Contractor shall process each capital call and subsequent cash distributions. This includes receipt of capital call notices, letters of direction to fund capital calls, and, if a cash distribution, letters as needed for custodian to receive wire. Furthermore, the Contractor shall complete accounting and report for each direct fund investment. The Contractor’s price for the Optional Item shall be based on the unit price of CLIN 003 on the first \$500 million AUM and the unit price of CLIN 002 thereafter.

1. Optional Item Price Schedule

CLIN	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Estimated Price
003	OCIO Services Fee	\$500,000,000	AUM	11 bps (0.11%)	\$550,000.00
002	OCIO Services Fee	\$1,000,000,000	AUM	5 bps (0.05%)	\$500,000.00
Total Estimated Price					\$1,050,000.00

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office Finance and Treasury (the “District”) is seeking Outsourced Chief Investment Officer (“OCIO”) services for the District of Columbia Other Post-Employment Benefits Fund (“OPEB”, “Plan”, or “Trust Fund”).

C.2 BACKGROUND

1. The government of the District of Columbia established the District’s Annuitants’ Health and Life Insurance Employer Contribution Trust Fund October 1, 1999 under the Annuitants’ Health and Life Insurance Employer Contribution Amendment Act of 1999 (DC Official Code 1-621.09). The Plan includes a trust fund that is required for the deposit of District contributions. These contributions along with investment earnings are used to pay future benefits on behalf of qualified participants. The Plan is administered jointly by the District’s Office of Finance and Treasury (“OFT”) within the District’s Office of the Chief Financial Officer (“OCFO”), and the District’s Office of Human Resources (“DCHR”). There is another Post-Employment Benefits Fund Advisory Committee (“Advisory Committee”) to advise the OCFO in its administration of the Plan.
2. The Plan is a single-employer defined benefit plan that provides health and life insurance benefits to retired eligible District employees. All employees hired after September 30, 1987, who retired under the Teachers Retirement System, Police and Fire Retirement Systems or who are eligible for retirement benefits under the Social Security Act, are eligible to participate in the Plan. The trust fund was established to hold and pay the District’s contributions for health and life insurance premiums for participants.
3. To continue insurance benefits into retirement, employees must have been continuously enrolled (or covered as a family member) under the D.C. Employees Health Benefits (DCEHB) program or the D.C. employees Group Life Insurance (DCEGLI) program for five years prior to retirement. If the participant was employed less than five years, the participant must have been enrolled for his/her length of employment. Coverage under Medicare is not considered in determining continuous coverage. Dependents are also covered if the employee elects family coverage.
4. Employee contributions are not required, prior to retirement to fund the Fund. Prior to March 2, 2010, the annuitant paid 25% of his/her health premium coverage, and the District paid the remaining 75%. The annuitant contribution was changed to a graded contribution schedule, effective March 2, 2010. For FY 2015, annuitants with at least 10 years of creditable District service, but less than 30 years of creditable District service, the District pays 25% of the insurance premium, plus an additional 2.5% for each year of creditable service over 10 years, provided that

the District's contribution shall not exceed 75% of the cost of the selected health benefit plan with annuitants paying the remainder. For annuitants with 30 or more years of creditable District service, or annuitants who are injured in the line of duty, the District pays 75% of the cost of the selected health benefit plan; and the annuitant pays 25% of the cost of the selected health insurance premiums.

5. Covered family members of an annuitant with at least 10 years of creditable District service, but less than 30 years of creditable District service, pay 80% of their health insurance premiums; and the District pays the remaining 20%, plus an additional 2.5% for each year of creditable District service over 10 years, provided that the District's contribution shall not exceed 60% of the cost of the selected health benefit plan for covered family members of an annuitant with 30 or more years of creditable District service and the family member pays 40% of the cost of the selected health benefit plan. The District pays 75% of the cost of the selected health benefit plan, and the family member pays 25% of the cost of the selected health benefit plan for covered family members of annuitants who are injured or killed in the line of duty. The impact this change will have on the District's portion of future OPEB costs has not been determined.
6. The Trust Fund's balance as of December 31, 2019 was \$1,510.2 billion. Trust Fund assets are currently invested in large cap value equity, large cap growth equity, mid cap equity, small cap equity, passive international equity and fixed income vehicles, which include intermediate aggregate core bond, and passive aggregate bond. Investments in Sudan and Iran must be avoided. OFT is responsible for the management of the Trust Fund. The District has a third-party consultant currently serving as the investment advisor to the OFT in connection with the Trust Fund.
7. The District anticipates, but does not warrant, that approximately \$47.3 million in additional funds will be deposited into the Trust Fund during the fiscal year ending September 30, 2020. The District anticipates, but does not warrant, that further additional funds will be deposited into the Trust Fund in subsequent fiscal years to fund the District's contribution for retiree health and life insurance.
8. The District has determined that the Trust Fund portfolio would benefit from Contractor services that will implement increased diversification and achieve improved investment performance while maintaining a prudent level of risk.
9. The asset classes and their relevant benchmarks on which the Contractor will advise will be described in the Investment Policy Statement ("IPS"). The primary governing document of the Plan is the IPS. The IPS provides direction for the investment and management of the financial assets of the Plan.
10. The District hereby warrants and represents to the Contractor that the Trust Fund is not subject to the Employee Retirement Income Security Act of 1974.

11. The District agrees to supply the Contractor with its current Trust Fund IPS and to promptly provide the Contractor with any amendments to said policy.
12. The OFT is responsible for the oversight of the investments in the Fund and has established an investment policy and procedures for the program. The duties and responsibilities of OFT include, but are not limited to, the financial administration and management of the Fund, the selection and monitoring of investment managers, the establishment of investment objectives, the determination of the investment policy, the establishment of management policies and the overall management and control of Fund assets.

C.3 GENERAL REQUIREMENTS

1. The Contractor shall provide OCIO services to OFT, which shall include transitioning OFT from an investment consultant model IPS to an OCIO model IPS, providing OFT consulting services on investment policy matters during the transition period, and providing all of the required services that will be included in the OCIO model IPS.
2. The Contractor shall serve in a fiduciary capacity in the interest of the members and beneficiaries of the Plan and shall acknowledge in writing its fiduciary status, without qualification.
3. The Contractor shall, at minimum, have a ten-year operating history as provider of discretionary OCIO services and have current, and maintain, discretionary OCIO services assets under management of at least \$30 billion.
4. The Contractor shall utilize a dedicated and experienced investment staff, including portfolio managers, relationship managers, asset class researchers and manager researchers. Investment decisions related to the Plan shall be submitted to and approved by an internally authorized investment committee of the OCIO.
5. Except as otherwise disclosed to the District in writing, the Contractor shall apply its most favored nation (MFN) pricing with respect to the Contract, whereby, the Contractor represents and warrants that, as of the term of the Contract, no client of the Contractor pays less fee (after application of any relationship, eleemosynary or other discount or rebate) for the investment manager for services provided by the investment manager pursuant to this Contract. If the Contractor violates this provision, the District reserves the right to amend the Contract to provide the District the full benefit of such lower fee from the date on which such other client's lower fee first went into effect. This provision shall be applicable to comparable investment management services that include private assets and alternative investments for a public sector OCIO client with equal to or over \$1 billion assets.
6. The Contractor, its parent or affiliate shall be a registered investment advisor with the SEC under the Investment Advisors Act of 1940.
7. The Contractor shall have dedicated employees involved in providing OCIO services and portfolio management services.

C.4. TRANSITION SERVICES

1. No more than 90 days from the Contract Effective date (i.e., the “Transition Period”), the Contractor shall convert the IPS (Attachment J.8) from its current Investment Consultant Model to an OCIO model. The Contractor shall draft the new OCIO model IPS, present the draft to the OFT along with a transition plan, revise the draft and transition plan as needed by OFT, and obtain OFT’s approval of the new OCIO model IPS and transition plan.
2. Before the end of the Transition Period, the Contractor shall provide the COTR a comprehensive written report (the “Report”) of the current state of the Plan as well a targeted ideal future state (“future state”) of the Plan based on their analysis and recommendations incorporating areas including, but not limited to, asset allocation, investment manager structure, investment objectives, performance measurement, and investment policies. The analysis contained within the Report shall be used by the Contractor as the key input for the Contractor’s drafting of the new IPS. The Contractor shall provide a detailed transition timeline and cost analysis related to investment management changes, as well as supporting detail.
3. The Transition Period shall end when the new OCIO model IPS is approved and signed by the Deputy Chief Financial Officer and Treasurer.
4. During the Transition Period, the Contractor shall provide OFT consulting services on investment policy matters and activities.

C.5 LIABILITY-DRIVEN INVESTING REQUIREMENTS

1. The Contractor shall incorporate Plan liabilities into its asset allocation process.
2. The Contractor shall have a minimum of ten years of experience in implementing, constructing and managing liability-driven investing (LDI) mandates.
3. The Contractor shall be involved with the plan actuary within the modeling process in creating the LDI strategy for OFT, if applicable.
4. The Contractor shall recommend to OFT its customary range of target allocations to public and private market asset classes using its asset class taxonomy for clients with funded and underfunded liabilities.

C.6 INVESTMENT PHILOSOPHY AND PROCESS REQUIREMENTS

1. The Contractor shall have, document and implement an investment philosophy and investment process that will enable the OPEB plan assets to outperform respective benchmarks while managing within risk tolerance metrics.

2. The Contractor shall have an investment process for managing an OCIO portfolio that successfully transitions OFT from its current model to the OCIO model.
3. The Contractor shall factor the OPEB's investment goals, achieving, at least, a 6.5% return over rolling three-year periods, and develop risk preferences into its approach to asset allocation.
4. The Contractor shall have modeling capabilities to formulate an asset allocation report detailing various scenarios and expected outcomes for public and private market asset classes using its asset class taxonomy.
5. The Contractor shall compare and contrast passive versus active management by asset class and recommend to OFT which to implement for each investment class. The Contractor shall have an allocation between active and passive management among asset classes within its asset class taxonomy.
6. The Contractor shall define and document each public and private market asset class within its asset class taxonomy used in its modeling.
7. The Contractor shall provide OFT an explanation and justification for the Contractor's strategic asset allocation and tactical asset allocation recommendations, including its process on rebalancing. The Contractor shall communicate any changes to either strategic asset allocation or tactical adjustments to OFT at least quarterly.
8. The Contractor shall incorporate alternative assets into its asset allocation process for the Plan and appropriately adjust return and risk parameters for alternative asset classes.
9. The Contractor shall determine and maintain an overall level of cash in the Plan based on Plan liabilities and maintain sufficient cash to meet the monthly cash flow needs to fund benefit payments and operational expenses. The Contractor shall determine cash targets for the District, factoring the District's unique operating cash needs as well as cash needed for portfolio rebalancing, including capital calls and capital distributions associated with specific private market investments of the Plan.
10. The Contractor shall select appropriate and relevant benchmarks for various public and private market asset classes and use those benchmarks to assess progress toward the District's goals.
11. As part of services provided during the transition to the new IPS, the Contractor shall define an excess return target and an excess risk (i.e., tracking error) target for the Plan relative to the policy index to be approved by OFT. The excess return target shall be net of all fees and expenses and the Contractor shall attempt to achieve this target over rolling three-year periods.

C.7 MANAGER SEARCH, PORTFOLIO CONSTRUCTION, AND RISK MANAGEMENT

1. The Contractor shall have internal manager research capabilities to evaluate, rank, monitor and select best in class investment managers in both public and private market asset classes.

2. The Contractor shall optimize the use of various investment vehicles (e.g., separately managed accounts, commingled funds, etc.) to construct the District's portfolios for optimal performance.
3. The Contractor may consider proprietary investment options for the Plan portfolio and shall address and mitigate any conflicts of interest.
4. The Contractor shall be responsible for prudently managing risk in the asset allocation, portfolio construction, and manager selection process. The Contractor shall clearly define, measure, and manage risk, as well as provide regular disclosure to OFT on its risk management process.

C.8 REPORTING REQUIREMENTS

1. The Contractor shall provide standardized and customized comprehensive performance reports of the Plan, at minimum, monthly, quarterly, annually and on request to OFT.
2. The Contractor shall provide standardized and customized comprehensive performance attribution reports of the Plan for various time periods that contains attribution analysis at the total fund, asset class, and investment manager levels.
3. The Contractor shall calculate and present the investment performance of the Plan that complies with CFA Institute Global Investment Performance Standards (GIPS). The Contractor shall reconcile (no material variances or explain them) its calculated performance with investment managers and custodians on a monthly basis.

C.9 FIDUCIARY AND COMPLIANCE REQUIREMENTS

1. The Contractor shall assume the role and responsibilities as a 3(38) fiduciary to the Plan and acknowledge acceptance of these responsibilities.
2. The Contractor shall have established policies and procedures to ensure compliance with the IPS. The Contractor shall have established policies and procedures to identify and avoid conflicts of interest in providing OCIO services. The Contractor shall disclose any conflicts of interest to OFT within thirty days of determining the conflict.
3. The Contractor shall adopt and implement written policies and procedures designed to prevent violation of federal securities laws, review those policies and procedures annually for their adequacy and the effectiveness of their implementation, and designate a chief compliance officer to be responsible for administering the policies and procedures.
4. The Contractor shall assist the District to satisfy its ongoing fiduciary due diligence requirements on an ongoing basis.
5. The Contractor shall comply with each of the requirements of any Prohibited Transaction Exemption (PTE) on which the Contractor relies in connection with its services under the Contract.
6. The Contractor shall have comprehensive written policies governing employee code of conduct, employee ethics, and employee conflicts of interest. The Contractor shall have a process for

mitigating these employee conflicts such that they do not negatively impact the District's OPEB Plan.

C.10 TECHNOLOGY REQUIREMENTS

1. The Contractor shall utilize a reliable, integrated, and robust technology platform with proprietary or third-party applications for various services under the Contract, such as risk management, asset allocation, manager search, performance reporting, and liability-driven investment (LDI).
2. The Contractor shall have and disclose a disaster recovery plan ensuring continuation of operations.
3. The Contractor shall utilize systems and metrics to manage and monitor risk.
4. Contractor shall be SOC compliant and provide an annual System and Organizational Controls report to demonstrate continued compliance.
5. The Contractor shall disclose if their systems routinely undergo penetration and vulnerability testing, as well as the frequency of those tests and whether they contract with a third party for independent testing. The Contractor will ensure the Plan's data is protected and segregated in their systems.
6. The Contractor shall make technology applications available to OFT where appropriate in order to enable OFT to review portfolio performance, monitor portfolio positions and risk, and access reports.

C.11 NEW OCIO MODEL IPS REQUIREMENTS

1. The new OCIO model IPS shall, at minimum, include the requirements in this Section for the Contractor to perform.
2. Investment Policy, Asset Allocation, and Risk
 - A) Every annual anniversary of the new IPS effective date; conduct a comprehensive Asset Allocation Study, which shall include, but is not limited to, recommending methodologies, assumptions, and asset classes for consideration.
 - B) Every annual anniversary of the new IPS effective date, conduct a review and analysis of the Plan's investment policies, recommending changes, if appropriate.
 - C) Provide advice and recommendations on various other investment policy issues (e.g. whether to hedge currency exposure in foreign equities).
 - D) Monitor changes in capital markets, economic conditions, and other relevant factors on an ongoing basis to assess their impact on the Fund and advise OFT accordingly.
 - E) Implement investment policies approved by OFT (e.g. asset allocation policy) and exercise

discretion in and manage the day-to-day administration of the investment function as detailed in the OCIO Investment Policy Statement.

3. Investment Manager Search, Selection, and Review

- A) Determine the investment manager structure for the Fund, and the associated manager mandates.
- B) For public and private market asset classes, conduct investment manager and partner searches and make hiring or terminate managers and partners recommendations in accordance with the IPS, other applicable policies of the Fund, and generally accepted industry standards and practices.
- C) Conduct investment and operational due diligence on prospective investment managers and partners.
- D) Develop a pacing schedule(s) for private markets, if applicable.
- F) Conduct periodic on-site due diligence visits of the Plan's investment managers and investment partners, at least once per year.
- G) Negotiate investment management and partnership agreements.
- H) Coordinate and conduct meetings with OFT and investment managers annually or as requested by OFT.

4. Investment Implementation and Operations

- A) Manage overall portfolio risk, including active risk ("tracking error"), as may be specified in the Plan's investment policies; and counterparty risks associated with any derivative positions.
- B) Manage portfolio rebalancing and portfolio transitions.
- C) Manage tactical portfolio adjustments around the strategic asset allocation, as appropriate.
- D) Implement, as appropriate, currency management programs, derivatives for hedging or other appropriate purposes and securities lending program.
- E) Vote proxies on behalf of the District.
- F) Execute all other day-to-day operational investment activities necessary to prudently administer the Plan.

5. Performance Monitoring and Reporting

- A) Monitor the performance of the Plan, each asset class, and investment manager relative to appropriate benchmarks.

- B) Provide ongoing monitoring and oversight of investment managers and partners to ensure compliance with laws and regulations, investment policies, and manager mandates, and assess organizational stability.
 - C) Monitor and evaluate investment costs including, but not limited to, manager trading and transaction costs.
 - D) Prepare and present performance reports to OFT, including regular quarterly reports and presentations.
 - E) Prepare a quarterly certification of compliance to the Investment Policy.
6. OFT Service and Education
- A) Attend scheduled quarterly meetings virtually or in person, as requested by OFT.
 - B) Attend ad-hoc telephone meetings, as requested by OFT.
 - C) Coordinate effectively with OFT, custodian bank, and other OPEB vendors (i.e., actuary, auditor, etc.).
 - D) Respond to inquiries by OFT between meetings.
 - E) Report significant changes in the Contractor's ownership, organizational structure, personnel, and other areas that may be relevant to OFT on a timely basis.
 - F) Obtain information from investment managers and partners in order for the OPEB to comply with regulatory and/or other requirements.
 - G) Provide education to OFT, as requested or required.
 - H) Provide OFT access to research published by the Contractor or research related to Fund investments. For example, capital market assumptions, capital markets commentary, and portfolio analysis reports.
7. Other Services
- A) Carry out any other duties or provide any other services that may be specified in, or required by, the Plan's Investment Policy Statement.
 - B) At the request of OFT, provide other reasonable services with sufficient advance notice to the Contractor. For example, meetings with other government officials and assisting with providing testimony.
8. Deliverables
- A) Provide quarterly performance reports of the Trust Fund and include investment analysis.
 - B) Provide annually the asset allocation assumptions (expected returns) and geometrically

linked returns over 10 years and 20 years.

- C) Prepare a quarterly (or at least annual) certification of compliance to the Investment Policy.
- D) Provide ad-hoc reports when requested.

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 reperformed 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 eight, 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.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

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 E620
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:

Rodney Dickerson
Program Manager, 401(a) Retirement Plan and OPEB Trust
1101 4th Street S.W. Suite 850W Washington, DC 20024
(202) 727-0107
Rodney.Dickerson@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 submit proper invoices no more than on a monthly basis. Invoices shall be prepared and submitted to the COTR.
- G.3.2 Invoices shall not contain charges for items not listed in the Pricing Schedule of Section B of the contract. Work performed outside this contract, for which there was no prior modification to include it under Section C, Description/Specification/Work Statement, shall not be included.
- G.3.3 An invoice is a written request for payment under the contract for supplies delivered or services rendered. In order to be proper, an invoice must include as applicable, the following:
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number or other authorization for supplies delivered or services performed;
 - (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
 - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
 - (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
 - (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
 - (8) Any other information or documentation required by the Contract or Contracting Officer (such as evidence of shipment).

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest 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.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest

penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- G.4.1.1.1 The date on which payment is due under the terms of this contract;
- G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - G.4.1.2.1 3rd day after the required payment date for meat or a meat product;
 - G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or
 - G.4.1.2.3 15th day after any other required payment date.
- G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

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 the contract:
 - G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.4.2.2.1 3rd day after the required payment date for meat or a meat product;

G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15th day after any other required payment date.

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 is a party. The District 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.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 RESERVED

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.

G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

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 RESERVED

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.

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. RESERVED
- B. RESERVED
- C. RESERVED
- 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 <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

I.2 **WAIVER**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

I.3 INDEMNIFICATION

I.3.1 The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

I.3.2 The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

I.4 TRANSFER

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

I.5 TAXES

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.”

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury
– Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax –
Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

I.6 OFFICIALS NOT TO BENEFIT

- I.6.1 Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District’s needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants 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 services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. **Claims by a Contractor against the District**
Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor’s claim shall contain at least the following:
- (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;

- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$100,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$100,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal.
- (g)
 - (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to

all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

- (2) Liability under paragraph (g) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b)
 - (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
 - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and

- (g) Inform the Contractor of the right to seek further redress by appealing the decision.
- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (6) The decision of the Contracting Officer shall be final and not subject to review unless an appeal is timely commenced by the Contractor as authorized by CFO Order No. 15-14 Contracting Procedures for Services in Relation to Benefit Plans.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.7 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and

- (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

1.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (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.
- B. In the event the District terminates this contract in whole or part as provided in paragraph A. above, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated; and the Contractor shall be liable to the District for any excess costs for similar supplies or services. Provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- C. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without

the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. If this contract is terminated as provided in paragraph A., above, the District in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, (ii) such partially completed supplies and materials, information, and contract rights (herein after called “manufacturing materials”) as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 “Termination for Convenience.”
- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District’s interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.

- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.
 - (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may

verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the

Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90)

days from the effective date of termination unless extended in writing by the Contracting Officer.

- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
 - (2) There has been any breach or violation of:
 - (A) Any federal or District of Columbia law, or
 - (B) The contract provision against contingent fees.
- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other

right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

- I.12.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the contract.

I.13 NON-DISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D.C. Register, Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor’s Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's books, records, and accounts for such purposes.

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

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary’s authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their

representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two (2) years under wage determinations issued by ESA.

- C. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligations to pay a higher wage to any employee.
- D. **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c (b) apply or unless the Secretary of Labor or the Secretary's authorized representative - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (i) For each employee subject to the Act –

- (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.

H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.

I. **Contractor's Report:** (i) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph C. of this clause. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (i) In accordance with regulations issued under Section 14, of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division,

ESA(29 CFR 520, 521, 524 and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act. (ii) The Administrator will issue certificates under the Act for employing apprentices, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for supplementary cash payments in lieu of these benefits; (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

I.15 RECOVERY OF DEBTS OWED THE DISTRICT

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

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 FURNISHED OR ACQUIRED

- I.17.1 The Contractor shall use District property, either furnished or acquired under this contract, only for performing this contract.
- I.17.2 The Contractor assumes the risk of, and shall be responsible for, any loss of District property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to District property or for District property properly consumed in performing this contract.
- I.17.3 The Contractor shall be responsible for the proper care, maintenance, and use of District property in its possession or control from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the contract.
- I.17.4 The Contractor shall be directly responsible and accountable for all District property in accordance with the provisions of the contract, including all District property in the possession or control of a subcontractor.

I.20 RESEVED

I.21 APPROPRIATION OF FUNDS

The District’s liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

I.22 MULTIYEAR CONTRACT

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the Contract.

I.23 – 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 FREEDOM OF INFORMATION ACT (“FOIA”)

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.29 RESERVED

I.30 INSURANCE

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

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation, professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative

obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

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

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.

8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$50,000,000 per claim or per occurrence for each wrongful act and \$50,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- 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 ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- 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 its 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:
(Name of Contracting Officer/Agency)
(Address)
(Phone Number)
(E-mail Address)**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- 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.

- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- I.31.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6 DOES may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7 If the Contractor fails to meet the hiring requirements or does not receive a good faith waiver, the DOES may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8 Upon a second violation by a Contractor within a 10-year timeframe of requiring hiring or reporting requirements, or failure to receive a good faith waiver, DOES shall refer the Contractor for debarment for not more than five (5) years.
- I.31.9 Upon a second violation by a Contractor within a 10-year timeframe of the required hiring or reporting requirements, or failure to receive a good faith waiver, DOES may deem a Contractor ineligible of consideration for government-assisted projects within the District of Columbia for a period of not more than five (5) years.
- I.31.10 The contractor may appeal any decision of DOES pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.11 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

I.33 HEALTH AND SAFETY STANDARDS

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

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 Financial Management Control Order No. 15-14, OCFO Contracting Procedures for Services in Relation to Benefit Plans and the laws of the District of Columbia. Notwithstanding the foregoing, the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Code §2-351.01 et seq) , the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Code §2-219.01 et seq) and D.C. MUN. REGS. tit. 27 shall not apply to this contract. The OCFO Contracting Procedures for Services in Relation to Benefit Plans can be found on the OCFO Office of Contracts website at <https://sites.google.com/a/dc.gov/ocfo-procurements/Procurement-Guidance>.

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) Contract
- (2) Contract Attachments
- (3) BAFO (in order of the most recent to earliest)
- (4) Contractor Proposal

I.37 REGULATORY MATTERS

- (a) Contractor is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser pursuant to the Investment Advisers Act of 1940 (the “Advisers Act”), and will at all times act in accordance with the fiduciary obligations set forth therein.
- (b) Contractor files a disclosure statement, Form ADV, with the SEC and maintains a brochure that contains all information required by Form ADV, Part 2A. The District acknowledges receipt of the brochure and, if applicable, any brochure supplements (Form ADV, Part 2B), from the Contractor before or at the time of entering into this Contract. Within 120 days of the end of each fiscal year, Contractor will deliver to the District its current brochure, including a summary of material changes to the brochure from the previous year. The District consents to electronic delivery of Form ADV, Part 2 and all other documents required to be provided by Contractor to the District under this Agreement or applicable law, rule or regulation.
- (c) Contractor has adopted a written Code of Ethics and other policies and procedures designed to avoid violations of the Advisers Act. A copy of the Code of Ethics and other policies will be provided to the District upon request.

ATTACHMENTS

The following Attachments are hereby incorporated.

- J.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 16, Dated 04/23/2020
- J.2 Doing Business with Integrity
- J.3 Bidder/Offeror Certifications
- J.4 Investment Policy Statement (“IPS”)
- J.5 Investment Management Agreement

ATTACHMENT J.1

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 16
Date Of Last Revision: 04/23/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.10
01012 - Accounting Clerk II		21.44
01013 - Accounting Clerk III		23.99
01020 - Administrative Assistant		34.70
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		15.13
01042 - Customer Service Representative II		17.01

01043 - Customer Service Representative III	18.56
01051 - Data Entry Operator I	16.64
01052 - Data Entry Operator II	18.16
01060 - Dispatcher Motor Vehicle	20.54
01070 - Document Preparation Clerk	17.75
01090 - Duplicating Machine Operator	17.75
01111 - General Clerk I	15.11
01112 - General Clerk II	16.49
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	18.38
01191 - Order Clerk I	15.29
01192 - Order Clerk II	16.68
01261 - Personnel Assistant (Employment) I	19.09
01262 - Personnel Assistant (Employment) II	21.36
01263 - Personnel Assistant (Employment) III	23.81
01270 - Production Control Clerk	26.18
01290 - Rental Clerk	16.55
01300 - Scheduler Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	18.36
01410 - Supply Technician	34.70
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.69
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	17.41
01612 - Word Processor II	19.55
01613 - Word Processor III	21.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	24.50
05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	19.84
05130 - Motor Equipment Metal Mechanic	25.79
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.79
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter Automotive	24.50
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36

07041 - Cook I	16.47
07042 - Cook II	19.15
07070 - Dishwasher	12.96
07130 - Food Service Worker	13.07
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.75
11060 - Elevator Operator	14.41
11090 - Gardener	20.42
11122 - Housekeeping Aide	14.41
11150 - Janitor	14.41
11210 - Laborer Grounds Maintenance	15.24
11240 - Maid or Houseman	13.85
11260 - Pruner	13.80
11270 - Tractor Operator	18.68
11330 - Trail Maintenance Worker	15.24
11360 - Window Cleaner	15.91
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	50.57
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.26
12072 - Licensed Practical Nurse II	22.67
12073 - Licensed Practical Nurse III	25.27
12100 - Medical Assistant	18.68
12130 - Medical Laboratory Technician	25.27
12160 - Medical Record Clerk	18.96
12190 - Medical Record Technician	22.67
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	41.59
12221 - Nursing Assistant I	12.22
12222 - Nursing Assistant II	13.74
12223 - Nursing Assistant III	14.99
12224 - Nursing Assistant IV	16.83
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03

12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	19.35
12305 - Radiologic Technologist	35.25
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	27.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.03
13012 - Exhibits Specialist II	28.53
13013 - Exhibits Specialist III	34.90
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.84
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	21.85
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	40.88
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	34.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	30.12
15095 - Technical Instructor/Course Developer	36.85
15110 - Test Proctor	24.32
15120 - Tutor	24.32
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	15.19
16030 - Counter Attendant	15.19
16040 - Dry Cleaner	18.12
16070 - Finisher Flatwork Machine	15.19
16090 - Presser Hand	15.19
16110 - Presser Machine Drycleaning	15.19
16130 - Presser Machine Shirts	15.19
16160 - Presser Machine Wearing Apparel Laundry	15.19
16190 - Sewing Machine Operator	18.88
16220 - Tailor	19.63
16250 - Washer Machine	16.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.63
19040 - Tool And Die Maker	33.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	26.18
21040 - Material Expediter	26.18
21050 - Material Handling Laborer	13.87
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.10
21150 - Stock Clerk	19.49
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.69
23019 - Aircraft Logs and Records Technician	31.82
23021 - Aircraft Mechanic I	38.64
23022 - Aircraft Mechanic II	40.69
23023 - Aircraft Mechanic III	42.68
23040 - Aircraft Mechanic Helper	27.19
23050 - Aircraft Painter	36.70

23060 - Aircraft Servicer	31.82
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	33.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.64
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	23.60
23140 - Carpet Layer	20.49
23160 - Electrician Maintenance	29.53
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	24.29
23290 - Fire Alarm System Mechanic	27.91
23310 - Fire Extinguisher Repairer	22.38
23311 - Fuel Distribution System Mechanic	34.34
23312 - Fuel Distribution System Operator	26.42
23370 - General Maintenance Worker	22.64
23380 - Ground Support Equipment Mechanic	38.64
23381 - Ground Support Equipment Servicer	31.82
23382 - Ground Support Equipment Worker	33.84
23391 - Gunsmith I	22.38
23392 - Gunsmith II	26.02
23393 - Gunsmith III	29.09
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.50
23430 - Heavy Equipment Mechanic	28.32
23440 - Heavy Equipment Operator	24.05
23460 - Instrument Mechanic	33.08
23465 - Laboratory/Shelter Mechanic	27.63
23470 - Laborer	14.98
23510 - Locksmith	30.95
23530 - Machinery Maintenance Mechanic	29.39
23550 - Machinist Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.08
23592 - Metrology Technician II	34.84
23593 - Metrology Technician III	36.54
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.47
23810 - Plumber Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	29.09

23850 - Rigger	28.23
23870 - Scale Mechanic	26.02
23890 - Sheet-Metal Worker Maintenance	26.70
23910 - Small Engine Mechanic	20.63
23931 - Telecommunications Mechanic I	33.90
23932 - Telecommunications Mechanic II	35.70
23950 - Telephone Lineman	34.02
23960 - Welder Combination Maintenance	24.34
23965 - Well Driller	25.20
23970 - Woodcraft Worker	29.09
23980 - Woodworker	22.38
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.96
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.99
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	26.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	26.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	17.28
27008 - Corrections Officer	27.86
27010 - Court Security Officer	29.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	27.86
27070 - Firefighter	30.87
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	31.63
27132 - Police Officer II	35.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.62
28042 - Carnival Equipment Repairer	15.98
28043 - Carnival Worker	10.80
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.57
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.54

29020 - Hatch Tender	33.54
29030 - Line Handler	33.54
29041 - Stevedore I	31.31
29042 - Stevedore II	35.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.08
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	29.89
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	26.31
30221 - Latent Fingerprint Technician I	34.67
30222 - Latent Fingerprint Technician II	38.29
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	27.62
30462 - Technical Writer II	33.80
30463 - Technical Writer III	40.88
30491 - Unexploded Ordnance (UXO) Technician I	28.53
30492 - Unexploded Ordnance (UXO) Technician II	34.51
30493 - Unexploded Ordnance (UXO) Technician III	41.37
30494 - Unexploded (UXO) Safety Escort	28.53
30495 - Unexploded (UXO) Sweep Personnel	28.53
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 26.01

30621 - Weather Observer Senior	(see 2)	28.90
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		34.51
31020 - Bus Aide		14.84
31030 - Bus Driver		21.58
31043 - Driver Courier		17.15
31260 - Parking and Lot Attendant		13.81
31290 - Shuttle Bus Driver		18.75
31310 - Taxi Driver		16.10
31361 - Truckdriver Light		18.75
31362 - Truckdriver Medium		20.35
31363 - Truckdriver Heavy		23.11
31364 - Truckdriver Tractor-Trailer		23.11
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.83
99030 - Cashier		11.90
99050 - Desk Clerk		14.00
99095 - Embalmer		34.10
99130 - Flight Follower		28.53
99251 - Laboratory Animal Caretaker I		13.64
99252 - Laboratory Animal Caretaker II		14.91
99260 - Marketing Analyst		35.17
99310 - Mortician		34.10
99410 - Pest Controller		20.07
99510 - Photofinishing Worker		16.34
99710 - Recycling Laborer		22.98
99711 - Recycling Specialist		28.16
99730 - Refuse Collector		20.81
99810 - Sales Clerk		12.74
99820 - School Crossing Guard		16.38
99830 - Survey Party Chief		28.48
99831 - Surveying Aide		17.70
99832 - Surveying Technician		27.06
99840 - Vending Machine Attendant		15.48
99841 - Vending Machine Repairer		19.67
99842 - Vending Machine Repairer Helper		15.48

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable

relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or

disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



**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.

J.3 Bidder / Offeror Certifications

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 the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) 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 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Aon Investments USA Inc.		FEIN: 36-3109431	Solicitation #: CFOPD-20-R-037
Address of the Principal Place of Business (street, city, state, zip code) 200 East Randolph Street, Suite 700 Chicago, IL 60601		Telephone # and ext.: +1.312.381.1200	Fax #: +1.312.381.1366
Email Address: pj.kelly@aon.com		Website: www.aon.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:
Registered Investment Adviser	Aon Hewitt Investment Consulting, Inc. (Former Name)	36-3109431	Inactive
Registered Investment Adviser	Aon (DBA)	36-3109431	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: January 8, 1981	
<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 type="checkbox"/> Yes	<input checked="" 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 <u>Illinois</u> Country <u>USA</u>		
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: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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:		
eg3.1 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: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 checked="" type="checkbox"/> Yes	<input 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).		
<p>As a registered investment adviser ("RIA") governed by the Investment Advisers Act 1940, other applicable laws, and the oversight of the SEC, Aon Investments USA Inc. "Aon Investments" is subject to periodic examinations by the SEC. The SEC concluded an examination of Aon Investments in 2017. At the conclusion of the examination, Aon Investments received a comment letter from the staff identifying areas of compliance concerns and recommending that Aon Investments make certain enhancements to its compliance program. A number of the items discussed in the comment letter concerned compliance initiatives that Aon Investments already had undertaken prior to the start of the examination.</p>		

After the exam, Aon Investments became aware that the SEC shifted a portion of this examination into an enforcement fact-finding inquiry; however, the SEC informed us in March 2019 that they closed the inquiry without any enforcement action.

Additionally, as of May 16, 2019, Aon Investments has been selected by the U.S. Department of Labor, Employee Benefits Security Administration (“DOL”) for a limited review of the services Aon Investments provides to ERISA clients.

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

- (a) Within sixty (60) days of a material change to a response; and
- (b) Prior to the exercise of an option year contract.

We will provide updates as required.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 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.)

Yes

No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) 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 requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, “District Employees Not To Benefit”, will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(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) above:

David Testore, NA Chief Operating Officer, Aon Investments USA Inc.

[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 I hereby certify that I am 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 agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree 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 I hereby certify that the Bidder/Offeror 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)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE


1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 22 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United

_____ N/A _____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

J

I, [David Testore], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:  David Testore	Telephone #: +1.312.381.1307	Fax #: +1.312.381.1366
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Title: NA Chief Operating Officer	Email Address: david.testore@aon.com
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Date: June 15, 2020

The District of Columbia is hereby 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.

ATTACHMENT J.4

OTHER POST- EMPLOYMENT BENEFITS FUND

**Government of the District of Columbia
Office of the Chief Financial Officer
Office of Finance and Treasury**

**Statement of Overall Investment
Objectives and Policy**

Effective August 6, 2018

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Section I – Introduction

The purpose of this Investment Policy (“Investment Policy”) is to provide direction for the investment and management of the financial assets of the Other Post-Employment Benefits Fund (“the Fund”) of the Government of the District of Columbia (the “District”). The Fund is comprised of funds dedicated to paying the District’s contributions for retiree health and life insurance.

Responsibility and Authority

The Office of Finance and Treasury (“OFT”) of the Office of the Chief Financial Officer (“CFO”) of the District has responsibility and authority for the management of Fund assets. The CFO has delegated authority for the administration of the Fund to the Deputy Chief Financial Officer and Treasurer (“Deputy CFO & Treasurer”) pursuant to the Financial Management and Control Order No. 14-08. The Deputy CFO and Treasurer will administer the Fund solely in the interest of participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses of the Fund. The Deputy CFO and Treasurer has designated the Associate Treasurer for Asset Management to be responsible for day-to-day oversight of the Fund.

A. The Deputy CFO and Treasurer will:

1. Approve the overall Fund Investment Policy and any deviations from the Fund Investment Policy.
2. Retain and replace investment managers.
3. Retain and replace consultants, including actuarial consultants and investment consultants.
4. Designate the securities indices that will serve as the investment managers’ performance benchmarks.
5. Investigate, research and recommend new and emerging investment concepts and strategies, and implement appropriate strategies in accordance with approved policies and procedures.
6. Subject to the annual spending authority or resolution specifying any spending limitations, authorize expenditures to investment consultants, legal counsel, master custodian, investment management firms, external advisors and other fund related expenses.

B. The Associate Treasurer for Asset Management will:

1. Participate in the selection and review of investment managers.
2. Direct investment managers, consultants, and other parties retained by the Deputy CFO and Treasurer in connection with the management and investment of Fund

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

assets. (All instructions to investment managers must be confirmed in writing by the Associate Treasurer for Asset Management or Deputy CFO and Treasurer.)

3. Transfer funds for investment purposes consistent with the Fund Investment Policy and applicable law, rules, and regulations.
4. Account for all Fund monies and provide quarterly reports to the Treasurer regarding the financial condition of the Fund.

C. Other Post-Employment Benefits Fund Advisory Committee:

There is established an Other Post-Employment Benefits Fund Advisory Committee (“Advisory Committee”) to advise the Office of the Chief Financial Officer in its administration of the Other Post-Employment Benefits Fund (“Fund”) established pursuant to section 2109(c).

1. Composition and term:
 - a) The Advisory Committee shall consist of 7 members selected as follows:
 - i. One individual appointed by the Council of the District of Columbia;
 - ii. One individual appointed by the Mayor;
 - iii. Four individuals appointed by the Chief Financial Officer; and
 - iv. One individual who is either a member of the District of Columbia Retirement Board (“Board”) or a member of the Board’s professional staff.
 - b) Advisory Committee members shall have expertise in one or more of the following areas:
 - i. Accounting;
 - ii. Employee benefits law;
 - iii. Financial advisory services;
 - iv. Government administration;
 - v. Investment management; and
 - vi. Life and health insurance plans.
 - c) Each member of the Advisory Committee shall serve a 5-year term.
 - d) A vacancy on the Advisory Committee shall be filled in the same manner as the original appointment was made.
 - e) An Advisory Committee member whose term has expired may continue to serve as a member until a replacement member has been appointed.
 - f) A member appointed to replace a member who has resigned, dies, or is no longer able to continue to serve (as determined by the Advisory Committee) shall serve for the remainder of the unexpired term of the member being replaced.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

- g) The Advisory Committee shall elect a chairperson by majority vote on an annual basis.
 - h) Members shall serve without compensation but shall be reimbursed for actual and necessary expenses incurred in the performance of their official duties.
 - i) The Mayor, Council, and Chief Financial Officer shall appoint members to the Advisory Committee within 90 days of the effective date of this act.
2. Sec. 2153. Duties.
- a) The Advisory Committee shall advise the Office of the Chief Financial Officer regarding:
 - i. General administration of the Fund;
 - ii. Fund investment objectives and practices;
 - iii. Fund portfolio composition and asset allocation;
 - iv. Authorized Fund investments;
 - v. The creation of relevant assumptions necessary for administration of the Fund;
 - vi. Selection of other post-employment benefits consultants and other professionals, including:
 - a. Actuaries;
 - b. Accountants;
 - c. Financial advisors;
 - d. Investment managers; and
 - e. Lawyers;
 - vii. Review the policies and practices of the Office of the Chief Financial Officer with regard to the Fund to ensure the use of best practices;
 - viii. Review and critique the investment performance of the Fund; and
 - ix. Consider, on at least an annual basis, the potential for collaboration with the District of Columbia Retirement Board in the management of the Fund in order to promote efficiency.
 - b) By February 1st of each fiscal year, the Advisory Committee shall transmit written recommendations to the Chief Financial Officer for inclusion in the annual report for the OPEB Fund pursuant to section 2109e(a)(2)(C).

3. Meetings.

- a) The Advisory Committee shall hold no fewer than 2 meetings per year. The chairperson of the Advisory Committee shall fix the time and place of each meeting.
- b) The meetings of the Advisory Committee shall not be subject to the Open Meetings Act, effective March 31, 2011 (D.C. Law 18-350; D.C. Official Code § 2-571 et seq.).

D. Office of Finance and Treasury Program Staff (“OFT Program Staff”)

An OFT Program Staff is directed by the Treasurer to monitor the investment policy. The OFT Program Staff shall consist of The D.C. Treasurer; The Associate Treasurer for Asset Management; the Program Director for Pensions and College Savings; the Cash and Investment Manager, Program Manager and a Financial Analyst.

The OFT Program Staff shall perform the following:

- a. review and recommend changes to the investment policy;
- b. review investment manager adherence to the investment policy,
- c. review the asset allocation,
- d. assess material changes in the investment manager(s)’ organization, investment, philosophy or personnel,
- e. evaluate investment manager performance versus benchmarks,
- f. assess whether the investment policy is being implemented properly and
- g. perform compliance reviews.

D. Investment Consultant

The Independent Investment Consultant will assist the Office of Finance and Treasury with the review of this policy. In addition, it will review and monitor the portfolio on an on-going basis, provide performance reporting, notify OFT when rebalancing of the portfolio appears appropriate, recommend specific benchmarks for portfolios, review and recommend changes to asset class guidelines, recommend the use of investment vehicles not specifically mentioned in these guidelines if such investments are considered appropriate for the Fund, perform investment manager reviews, including reviews of the managers’ performance, assist with the decision of whether a manager should be retained or replaced and perform such other duties as requested by OFT.

E. Master Custodian

The Master Custodian will be responsible for providing an on-line records maintenance system, performance reporting, Fund accounting on both a trade date and settlement date basis and other services as defined in the contract. The custodian provides individual plan level accounting and pension processing.

Investment Policy Objective

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

The Office of Finance and Treasury hereby adopts this Statement of Investment Objectives and Policy (“Statement”). Each Investment Manager, who manages a separate account, shall agree to these objectives and policy and manager specific guidelines, except as provided in Section XI.

The Office of Finance and Treasury desires to achieve investment results that will culminate in promised plan benefits being ultimately paid to plan participants and their beneficiaries. The assets of the Fund shall, at all times, be invested using the care, skill, prudence, and diligence, under the circumstances then prevailing, that experienced professionals acting in a like capacity and fully familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The objective of this Statement is to foster an effective working relationship with the Investment Manager(s) through a discipline of good communication. The Statement is intended to provide the Office of Finance and Treasury, the Investment Consultant and the Investment Manager(s) with a foundation from which to understand specific investment strategies, so that the Office of Finance and Treasury can effectively evaluate the performance of the Investment Manager(s) and oversee the management of the Fund in a prudent manner.

This Statement is not intended to remain static. The Office of Finance and Treasury and its Investment Consultant will periodically review and update this Statement if necessary. Recommendations from the Investment Manager(s) for modifying this statement are expected where investment conditions so warrant.

This document sets forth the following:

1. The investment policies and objectives which the Office of Finance and Treasury judges to be appropriate and prudent to implement its strategic plan for the investment of the Fund’s assets;
2. The general investment policies, objectives and performance expectations for the Investment Manager(s);
3. The provision of guidelines for the Office of Finance and Treasury’s ongoing supervision of the investment of the Fund’s assets to ensure that the Fund remains invested in accordance with this Statement;
4. Accounting and reporting guidelines for purposes of measuring the performance of the Investment Manager(s);
5. Brokerage and trading policies;
6. Proxy voting policies; and
7. Administrative expenses

Section II – Fund Investment Policies

A. Asset Allocation and Investment Manager Structure

It is not the intention of the Office of Finance and Treasury to become involved in day-to-day investment decisions. Therefore, the assets are allocated to one or more professional Investment Managers in a manner consistent with this Statement.

In order to provide an appropriate level of diversification for the Fund, Investment Managers with complementary or diverse investment styles may be retained. Except as provided under Section XI, Exhibit B, each Manager, who manages a separate account, will be required to sign and acknowledge these objectives and policies as well as guidelines specific to its investment style.

The Asset Allocation Policy can be found in Exhibit A.

B. Rebalancing Guidelines

It is the OFT Program Staff's responsibility, with the assistance of the Investment Consultant and the Advisory Board, to monitor the asset allocation within the parameters described in Appendix A. Because markets do not move in concert, actual allocations are expected to deviate somewhat from the targets. The Fund will be rebalanced appropriately when allocations are no longer within the prescribed limits. Absent unusual circumstances, such rebalancing should be accomplished within two but no later than three calendar quarters of the deviation from the prescribed limits. The Investment Consultant shall notify the OFT Program Staff when rebalancing is appropriate. The min/max allocation targets can be adjusted by individual asset class with the written approval of the Deputy CFO and Treasurer.

Section III - Investment Objectives

The investment horizon of the Fund is long term. The Fund's primary investment objective is to maximize the total rate of return subject to the preservation of capital. This objective should provide investment returns sufficient to secure statutory health and life insurance premium payments for participants. Accordingly, the Office of Finance and Treasury seeks to achieve, over time, an average annual total return for the Fund portfolio that exceeds the actuarial interest rate assumption (currently 6.5%).

Preservation of capital encompasses two goals:

- minimizing the risk of loss of principal for the Trust as a whole; and

- minimizing the erosion of principal value through inflation.

The primary means by which capital preservation is to be achieved is through diversification of the Fund's investments across various asset classes. Within each asset group, further diversification is to be achieved through investment in securities across numerous industries and sectors as determined by the investment manager(s) in accordance with this Statement and the manager specific guidelines, which will be signed by both the separate account manager(s) and the Office of Finance and Treasury and will incorporate, by reference, all of the provisions of this Statement.

Section IV – Performance Measurement

The performance expectations of the Office of Finance and Treasury are hereby communicated to the Investment Manager(s) consistent within their respective guidelines found in Section XI, Exhibit B. These will include comparisons to benchmark returns and agreed upon peer universe. Quarterly performance will be evaluated to test progress toward attainment of longer-term goals. It is understood that there are likely to be short-term periods during which performance deviates from market indices, and during such times, greater emphasis shall be placed on performance comparisons with the peer universe. In order to be consistent among the Fund's multiple investment portfolios, and for universe comparisons to remain valid, rates of return shown in the performance reports produced by the Investment Consultant will be gross of fees. However, each Investment Manager is expected to outperform its respective benchmark on a net of fee basis. Each Manager is required to report its performance on a gross and net of fee basis as outlined in Section VI, Communication and Reporting Requirements.

The respective benchmark and universe for each Investment Manager will be stated in the Manager Specific guidelines found in Section X, Exhibit A of this document.

Active Managers

1. Achieve a rate of return, from interest income, dividends and capital appreciation, net of fees, which exceeds the Investment Manager's respective index/benchmark over a complete market cycle (typically 3-5 years).
2. Achieve a positive risk (standard deviation)/reward trade-off when compared to the Investment Manager's respective index/benchmark.
3. Achieve annualized performance results, which rank above the universe median for respective managers with similar characteristics over a complete market cycle (typically 3-5 years).

Passive Managers

1. Achieve a rate of return, net of fees, which matches the Investment Manager's respective index/benchmark, less investment management fees, over a complete market cycle (typically 3-5 years).
2. Achieve a risk/reward trade-off similar to the Investment Manager's respective index/benchmark.

Alternative Investments

1. Achieve a rate of return which exceeds the Managers' respective index/benchmark over a complete market cycle (3-5 years) on an after-fee basis.

Section V – Portfolio Investment Policies

A. General

The Office of Finance and Treasury has sole discretion to select and replace the Investment Manager(s) and to allocate assets among them.

The Office of Finance and Treasury, with the assistance of the Investment Consultant, shall review each Investment Manager's portfolio and shall endeavor to, at least annually, review the manager's investments, returns, changes in staff, market environment, and any other pertinent items such as investment strategy, portfolio structure, ownership of the firm and financial condition. The Investment Consultant shall monitor the Fund's portfolio on an ongoing basis consistent with its fiduciary duty and the terms of its Agreement with the Fund.

The Investment Manager(s) are expected to perform their fiduciary duties with the care, skill, prudence, and diligence, under the circumstances then prevailing, that experienced professionals acting in a like capacity and fully familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Investment managers, who manage either a separate account or commingled fund, also will acknowledge and agree in writing to their fiduciary responsibilities to comply fully with this policy and any subsequent modifications.

The Investment Manager(s) is prohibited from entering into any transactions for the Fund, which are not authorized by this Policy or their specific guidelines, without the advance written consent of the Office of Finance and Treasury.

The Asset Class Investment Guidelines set forth in paragraph B below shall not apply with respect to commingled, common or collective Fund accounts, mutual fund accounts, or partnerships. The internal guidelines applicable to any such investment account shall apply instead.

1. Common Collective Trusts, Commingled Funds & Mutual Funds

All investments made on behalf of the District in common collective trusts, commingled funds, and mutual funds shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the funds' documents. The funds' documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

B. Asset Class Investment Guidelines

2. Domestic Equity

Exceptions to these guidelines will be noted in the Manager Specific Guidelines found in Exhibit B of this document.

- a. Equity investments (common stock, preferred stock, ADRs, mutual funds and ETFs) shall be made with a view towards achieving a total rate of return (market appreciation plus dividend income). All equity investments shall be of companies whose respective market capitalizations are consistent with the manager's specific benchmark.
- b. All securities shall be of a class listed on a national securities exchange (NYSE, NYSE Amex Equities) or traded in the over-the-counter market and quoted on the National Association of Securities Dealers Automatic Quotation Service.
- c. Industry and sector allocations should ensure prudent diversification and risk control.
- d. Investment in any security must be limited to 5% of the portfolio based on market value.
- e. The maximum total portfolio investment in any one company shall be less than 5% of that company's outstanding voting stock and less than 5% in value of all outstanding shares of all classes of stock of the issuer (assuming all conversions had been made by the portfolio).
- f. An Investment Manager may not invest in commodities, private placements (unless specifically allowed), direct real estate investments (unless specifically allowed), direct oil, gas and mineral exploration investments, and nominally public issues for which the market is severely restricted.
- g. The Investment Managers are prohibited from investing in letter or restricted stock, options, futures and forward contracts and/or any other derivative instrument.
- h. The Investment Managers are prohibited from engaging in short sales, margin transactions or other specialized investment activities.

- i. The Investment Manager(s) shall not purchase securities whose issuers have currently filed a petition for bankruptcy. Securities of issuers that file for bankruptcy subsequent to purchase resulting in violation of this restriction may be held at the Investment Manager's discretion. However, written notice including Investment Manager's position on the issue and intended action shall be promptly submitted to the OFT Program Staff.
- j. The Investment Manager(s) may invest in equity securities of foreign issuers and ADRs subject to the above restrictions and to a maximum of 15% of the equity portfolio based on market value. These holdings shall be limited to those denominated in U.S. dollars and listed and traded on major domestic exchanges.
- k. ***Total Fund Restrictions:***
 - a. No more than 25% of the amount of the total Fund invested in equities, at market value, may be invested in any one industry (as defined by the applicable index) unless written approval is obtained from the Treasurer.
 - b. No more than 5% of the amount of the total Fund invested in equities, at market value, may be invested in any one company's outstanding voting stock.

3. Foreign Equity

Exceptions to these guidelines will be noted in the Manager Specific Guidelines found in Exhibit B of this document.

- a. Equity investments shall be made with a view towards achieving a total rate of return (market appreciation plus dividend income). All equity investments shall be of companies whose respective market capitalizations are consistent with the Investment Manager's specific benchmark.
- b. An Investment Manager may not invest in commodities, private placements (unless specifically allowed), direct real estate investments (unless specifically allowed), direct oil, gas and mineral exploration investments, and nominally public issues for which the market is severely restricted.

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- c. Industry and sector allocations should ensure prudent diversification and risk control.
- d. Investment in any security must be limited to 5% of the market value of the portfolio.
- e. The maximum total Fund investment in any one company shall be less than 5% of that company's outstanding voting stock and less than 5% in value of all outstanding shares of all classes of stock of the issuer (assuming all conversions had been made by the Fund).
- f. The portfolio will be well diversified. At all times, equity holdings from at least five different countries must be held. The allocation to any one country may not exceed 35% of the total market value of the portfolio.
- g. An Investment Manager may not engage in short sales, margin transactions or other specialized investment activities.
- h. An Investment Manager is prohibited from investing in letter or restricted stock, options, futures and forward contracts and/or any other derivative instrument.
- i. Currency hedging for defensive purposes only will be permitted. Foreign currency exposure may be exchanged only for U.S. dollar exposure. Cross-hedging of currency is forbidden.
- j. An Investment Manager shall not purchase securities whose issuers have filed a petition for bankruptcy. Securities of issuers that file for bankruptcy subsequent to purchase may be held at the Investment Manager's discretion. However, written notice including the Investment Manager's position on the issue and intended action shall be promptly submitted to the Treasurer or Associate Treasurer.
- k. ***Total Fund Restrictions:***
 - a. No more than 25% of the amount of the total Fund invested in equities, at market value, may be invested in any one industry (as defined by applicable index) unless written approval is obtained from the Treasurer or Associate Treasurer.

- b. No more than 40% of the amount of the total Fund invested in foreign equities, at market value, may be invested in any one country.
- c. No more than 5% of the amount of the total Fund invested in equities, at market value, may be invested in any one company's outstanding voting stock.

4. Domestic Fixed Income

Exceptions to these guidelines will be noted in the Manager Specific Guidelines found in Exhibit B of this document.

The fixed income portion of the Fund's assets shall be invested in marketable fixed income securities of the first four quality grades (AAA/Aaa to BBB-/Baa3) as established by one or more of the nationally recognized bond ratings services. The average quality of all the Bond holdings in each Investment Manager's portfolio should be maintained at A or better. The following instruments are acceptable:

- a. Commercial Paper or Variable Rate Notes rated P-1 Moody's Investors Service, A1 by Standard & Poor's or F1 by Fitch or another nationally recognized bond rating service.
- b. Certificates of Deposit and Bankers Acceptances rated A or better by Moody's Investors Service or equivalent by Standard & Poor's.
- c. United States Treasury Bonds, Notes and Bills and repurchase agreements thereon.
- d. Debt instruments of the U.S. Government or its Agencies including pass-through securities and collateralized mortgage obligations thereon.
- e. Zero coupon securities.
- f. Marketable corporate debt, mortgages, and asset-backed securities. Municipal securities and notes.
- g. Real Estate Investment Trust (REIT) Bonds.
- h. Publicly traded dollar denominated U.S. corporate debt, sovereign supranational entities rated the equivalent of Baa3/BBB- or better by

Moody's Investors Services, Standard & Poor's, Fitch or another nationally recognized bond rating service. In case of split ratings among the three rating services, the Investment Manager shall defer to the middle rating. In the event that ratings are provided only by two agencies, the Investment Manager shall defer to the lowest rating; if only one agency assigns a rating, then the Investment Manager may accept it as the assigned rating.

Other Fixed Income restrictions are as follows:

- a. Portfolio duration should be within \pm 25% of the benchmark's average duration.
- b. Securities downgraded by any or all rating agencies subsequent to purchase resulting in violation of quality guidelines may be held at the Investment Manager's discretion. However, written notice must be provided within seven days to the Investment Consultant, OFT Program Staff and the Deputy CFO and Treasurer. The Investment Manager's position on the issue, intended action and size of the issue shall be included in the written notice.
- c. The Investment Managers may not hold more than 5% of the portfolio in any one issuer's securities other than direct obligations of the U.S. Government or its agencies based on market value.
- d. The Investment Managers may invest up to 10% of the portfolio in preferred stock, warrants and convertible securities when prudent opportunities exist based on market value.
- e. The Investment Managers may invest in fixed income securities of foreign issuers subject to the above restrictions and to a maximum of 10% of the fixed income portfolio based on market value. These holdings shall be domestically traded foreign issues.
- f. Private Placements are explicitly prohibited with the exception of 144A securities, which can be included up to 20% of the fixed income portfolio based on market value.
- g. The Investment Managers may not use derivative securities to increase portfolio risk, as measured by duration, above the level that

could be achieved in the portfolio using only traditional investment securities or to acquire exposure to changes in the value of assets or indexes that by themselves would not be purchased for the portfolio. Under no circumstances will a Manager undertake a derivative investment possessing elements of leverage or that is non-covered or leveraged to the extent that it would cause portfolio duration to exceed the limits implied by the benchmark. The Managers will report on the use of permissible derivatives on a quarterly basis to the Investment Committee.

- h. The Investment Managers may not engage in short sales or margin purchase.
- i. CDS, Credit Default Swaps, and CDX, Credit Default Swap Indexes, are prohibited.

5. International Fixed Income

Exceptions to these guidelines will be noted in the Manager Specific Guidelines found in Exhibit B of this document.

The fixed income portion of the Fund's assets shall be invested in marketable fixed income securities of BBB- or higher by Standard & Poor's, Baa3 or higher by Moody's, or BBB- or higher by Fitch or a nationally recognized bond rating service as determined at the time of purchase, counting cash and cash equivalents toward such percentage. If the ratings assigned to a security by Standard & Poor's, Moody's, Fitch and/or a nationally recognized bond rating service are not the same, the lowest rating of these rating agencies will be used. The average quality of all the Bond holdings in each Investment Manager's portfolio should be maintained at A or better. The following instruments are acceptable:

- a. Corporate bonds.
- b. Securities issued or guaranteed by state, local and foreign governments, their related agencies or instrumentalities.
- c. Mortgage-backed and asset-backed securities, collateralized mortgage obligations, and REIT debt.
- d. Zero coupon securities.

- e. Private placement securities, (including, without limitation, securities originally issued pursuant to Rule 144A and Regulation S securities).
- f. Foreign securities (including, but not limited to, corporate issues, sovereign issues, U.S. and non U.S. dollar denominated securities, Eurobonds, global bonds, Yankee bonds and emerging market debt securities).
- g. Supranational debt.
- h. Foreign currency exchange transactions (including forward foreign currency exchange transactions).
- i. Mortgage rolls, dollar rolls and to be announced securities ("TBAs").
- j. Currency linked structured notes and other currency-linked securities.
- k. Commercial paper and other cash equivalents.

Other International Fixed income restrictions are as follows:

- a. Portfolio duration should be within $\pm 25\%$ of the benchmark's average duration.
- b. The Investment Managers may not hold more than 5% of the market value of the portfolio (at time of purchase) in any one issuer's securities, except securities issued or guaranteed by the Government, its agencies or instrumentalities or government sponsored entities of Canada, United Kingdom, Germany, France, Australia, New Zealand and Japan.
- c. The Investment Manager may not invest in mutual funds or other commingled fund of any type without the prior approval of the OFT Program Staff, except for the short-term investment fund of the Fund's custodian.

6. Emerging Market Debt

The Emerging Market Debt portion of the Fund's assets may be invested in pooled Emerging Market Debt vehicles, mutual funds, or other types of Emerging Market

Debt investments as determined by the Deputy CFO and Treasurer in consultation with OFT Program Staff and the Investment Consultant.

7. Commodities

The Commodity portion of the Fund's assets may be invested in pooled Commodity vehicles, mutual funds, or other types of Commodity investments as determined by the Deputy CFO and Treasurer in consultation with the OFT Program Staff and the Investment Consultant.

8. Real Estate

The Real Estate portion of the Fund's assets may be invested in pooled Real Estate vehicles, limited partnerships, or other types of Real Estate investments as determined by the Deputy CFO and Treasurer in consultation with the OFT Program Staff and the Investment Consultant.

9. Alternative Investments

This portion of the Fund's assets may be invested in but is not limited to, private equity, private credit, economically targeted investments and hedge funds. Specific investment mandate and structures are permitted subject to the due diligence process of the Investment Consultant and the approval of the Deputy CFO and Treasurer in consultation with the OFT Program Staff and the Investment Consultant. Alternative assets must be reviewed periodically by a qualified third party.

10. Cash and Cash Equivalents

Uninvested cash balances should be kept to a minimum through the prompt investment of available funds in short-term or more permanent security holdings. Investment Managers may invest in commercial paper, repurchase agreements, Treasury Bills, certificates of deposit (not to exceed FDIC coverage unless collateralized at 102% of market value), and money market funds to provide income, liquidity for expense payments, and preservation of the portfolio's principal value. To the extent permitted by their Investment Management Agreement and applicable law, Investment Managers may utilize internally managed money market funds for this purpose, provided that they earn a competitive yield, and upon obtaining advance

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written approval from the Treasurer or Associate Treasurer. All such assets must represent maturities of one year or less at time of purchase. Commercial paper assets must be rated A-1 or P-1 by Standard & Poor's and Moody's, respectively. The Investment Managers may not purchase short-term financial instruments considered to contain speculative characteristics (uncertainty of principal and/or interest). The Investment Managers also may not invest more than 5% of the portfolio's market value in the obligations of a single issuer, with the exception of the U.S. Government or its agencies. Within the limitations mentioned above and the targets established in the "Manager Specific Guidelines," the Investment Manager has complete discretion to allocate and select short-term cash and equivalent securities.

11. Other Investments

The Office of Finance and Treasury, after consulting with their Investment Consultant, may authorize the use of any other investment for the Fund provided that such investment is considered prudent. Assets that provide appropriate diversification (specifically low correlation with existing assets) will be considered and noted in this section.

Permissible Investment Vehicles

The Fund may choose to access any of the asset classes outlined herein through various investment structures in order to gain access to the strategy in an efficient manner. Authorized investments include:

- a. Shares in open-end or closed-end management investment trusts or investment companies registered under the Investment Company Act of 1940 as amended. Mutual funds should have at least a three-year record of performance.
- b. Shares of unit investment trusts are also permitted. However, shares for which there is a sales charge in the form of a front-end, contingent deferred (back-end), or level load may not be purchased unless specifically authorized in writing by the Deputy Chief Financial Officer and Treasurer, nor may the investment manager(s) receive 12(b)(1) fees or any other commissions from the distributor of the fund.
- c. Commingled investment funds such as common Funds managed by bank trust departments.

Any pooled investment vehicles will be evaluated based on the standard criteria used to assess all investment management strategies including consistency of investment strategy, organizational structure and stability, absolute and relative historical track record, experience of the investment team, legal and compliance record, etc. Additionally, the investment vehicle should have a three-year track record produced by the current investment management team, a minimum of \$100 million in assets in the fund, and holdings consistent with the style that the fund has been hired to manage.

Exceptions to these provisions must be approved in writing by the Deputy Chief Financial Officer and Treasurer.

12. Corrective Action

- a. In the event a limitation herein is exceeded due to a change in market value, corporate event, or securities downgrade, the Manager shall take such action as the Manager deems prudent to cause the portfolio to return to compliance with the guidelines as soon as feasible, consistent with its fiduciary duty, but no later than 90 days. Written notice shall be promptly submitted to the OFT Program Staff and the Investment Consultant, which includes the Manager's position on the issue and intended action.

Section VI – Communication & Reporting Requirements

In addition to any requirement under the Manager's Investment Management Agreement, the following requirements shall apply to Investment Managers.

- A.** The Investment Manager(s) is required to provide reports (as applicable) to the Office of Finance and Treasury and their Investment Consultant. Reports should have the following frequency and include the following:
1. Monthly market and book value of all security holdings
 2. Monthly performance results compared with designated benchmarks.
 3. Monthly updates containing market value and performance to the Investment Consultant. Performance should include: month-to-date, quarter-to-date, year-to-date, one year, three year, five year, ten year, inception-to-date and fiscal-year-to-date (only applicable numbers).
 4. Quarterly brokerage commission report.
 5. Quarterly equity and fixed income turnover ratio report.
 6. Quarterly derivative use report, if appropriate.
 7. Quarterly quality ratings of the fixed income investments including average quality.
 8. Quarter ending duration of the fixed income investments versus the appropriate benchmark.
 9. Notice of changes in organizational structure, ownership and key personnel of the firm (No longer than 14 calendar days after such occurrence).
 10. Notice of litigation brought by a client or former client against the Investment Manager relating to Investment Advisory services provided by the Investment Manager and any enforcement proceeding that would have an effect on the Investment Manager if the Investment Manager has been notified by a regulatory agency that it is the subject of such enforcement proceeding (as soon as possible, not to exceed 14 days).

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11. Notice of any disciplinary proceeding threatened, pending or instituted against the Investment Manager, within 14 days of notice of such actions.
12. Annual filing of Form ADV with the Securities and Exchange Commission.

B. The Investment Manager(s) must meet with the Office of Finance and Treasury and the Investment Consultant at least once every two years. The Manager shall provide the Office of Finance and Treasury and the Investment Consultant a written summary, which addresses the subjects identified below, at least seven days prior to each of its meetings:

1. Performance for the Past Period: Standard time periods for each report will be Last Quarter, Year to Date, Latest 12 Months, 3 Years, and 5 Years, since inception. Returns (for time periods greater than one year) should be annualized and calculated on a time-weighted basis for the total portfolio. All returns should include income and dividends and be reported both gross and net of investment management and brokerage fees.
2. Rationale for Performance Results: Discussion of the rationale for performance results, relating them specifically to the individual investment strategy and tactical decisions implemented by the Investment Manager during the current review period.
3. Specific Near-Term Strategy: Discussion of the Investment Manager's specific strategy for the portfolio over the near-term period, with specific reference to asset mix (including cash position) and expected portfolio characteristics.
4. Changes in Investment Manager's Firm: Discussion of any relevant changes in the Investment Manager's firm, including professionals.
5. Changes in the Office of Finance and Treasury' Requirements: Discussion of proposed modifications to the investment program and strategy including this Statement, if any.

These meetings will also provide the Investment Manager(s) with the opportunity to explain how their investment strategy/outlook has evolved since previous meetings.

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- C. The Investment Manager(s) shall be responsible for reviewing these guidelines on an ongoing basis. Whenever the Investment Manager(s) believes that any particular guideline or objective should be changed or deleted, it is the responsibility of the Manager(s) to initiate formal communication with the OFT Program Staff and Investment Consultant.
- D. The Investment Manager(s) may not act upon written or oral instructions from any person except the Program Manager, Associate Treasurer or Treasurer Office of Finance and Treasury or its duly authorized representatives.

Review of investment Managers. Investment manager performance will be evaluated by OFT, along with the Investment Consultant, on a quarterly basis to assess progress toward the attainment of long-term performance objectives. OFT and its independent investment consultant will meet at least twice a year to review the managers' adherence to Investment Policy, any material changes in the investment manager(s)' organization, investment philosophy, or personnel and investment manager performance versus benchmarks and peer groups. The review will consider performance versus the peer group on an annual basis, the ability of the manager to perform better than expected based on the risk taken in the portfolio and whether the manager meet requests for information from OFT or its investment consultant on a timely basis.

- E. Replacement for Underperformance. The Deputy Chief Financial Officer and Treasurer may replace an investment manager if the manager:
 - 1. Performs in the bottom quartile of its peer group for three consecutive quarters.
 - 2. Consistently performs below the median of its peer group over rolling three-year periods.
 - 3. Generates a negative alpha for three and/or five-year time periods.
 - 4. Repeatedly fails to provide reports on a timely basis or to respond to requests for information.
 - 5. The asset allocation of the Fund changes such that the asset class exposure is no longer included.
- F. Review for Reasons Other than Underperformance. The Office of Finance and Treasury will conduct a review of an investment manager if the manager experiences or exhibits:
 - 1. Significant turnover in professional staff.
 - 2. Significant loss of business.
 - 3. Significant new business.

4. Style drift.
5. A change in ownership
6. Significant legal action initiated by a client or regulatory agency
7. The Treasurer also is authorized to replace an investment manager at any time at his or her discretion.

Section VII – Brokerage and Trading Requirements

In addition to any requirement under the Manager's Investment Management Agreement, the following requirements shall apply to Investment Managers.

- A.** The Investment Manager agrees to maintain records of its brokerage practices, including records of the broker used on each transaction and the amount paid to each such broker including soft dollar practices. The Investment Manager agrees to disclose such information to the Office of Finance and Treasury or the Investment Consultant upon request. In placing portfolio transaction orders on behalf of the Fund, the Investment Manager shall use its best efforts to obtain best execution of orders through responsible broker/dealer firms at the most favorable prices and at reasonably competitive commission rates.
- B.** As to investments in any security for which the Investment Manager or any of its affiliates is a market maker, the Investment Manager agrees that it will not affect the transaction for that investment through itself or any of its affiliates unless (a) the Investment Manager is able to demonstrate in writing after the transaction that such trade is lawful, and (b) the Investment Manager provides the Office of Finance and Treasury and the Investment Consultant with written notice of such investment after the transaction.

Section VIII – Proxy Voting Procedures

The Office of Finance and Treasury requires that the Investment Manager(s) exercise its authority with regard to proxy voting, in accordance with its fiduciary duty under law.

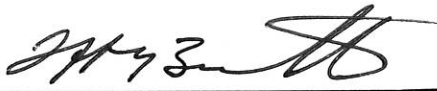
The Investment Manager(s) shall issue semi-annual reports to the OFT Program Staff on the proxy voting actions taken, including:

- (a) Affirmation that all stock holdings with votes due have, in fact, been voted;
- (b) Description of any proposed changes in proxy voting policies or procedures;
- (c) Confirmation that all votes cast were consistent with established policy;
- (d) Explanation of any votes not cast or of any votes cast that were not consistent with established policy; and
- (e) Summary listing of all votes cast.

Section IX – Administrative Expenses

The administrative expenses of the Fund, including expenses reasonably related to the operation of the Fund, will be paid solely from Fund assets. Reasonable expenses include but are not limited to actuarial fees, audit fees, consulting fees, the District’s portion of insurance premiums and other administrative costs.

IN WITNESS WHEREOF, the Treasurer has authorized this Policy on this _____
6th day of August 2018.

By: 
Title: Deputy Chief Financial Officer
And Treasurer

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Section X: Exhibit A: Asset Allocation Guidelines

The investment strategy that the Office of Finance and Treasury has adopted for the overall allocation of the Fund's asset is as follows:

Asset Allocation	Minimum	Target	Maximum
Large Capitalization Equity	25%	28%	40%
SMID Capitalization Equity	15%	17%	30%
Total Domestic Equity	35%	45%	70%
International Equity	5%	9%	20%
Emerging Market Equity	0%	4%	15%
Domestic Fixed Income	15%	24%	30%
International Fixed Income	5%	10%	20%
Commodities	0%	5%	15%
Emerging Market Debt	0%	3%	15%
Real Estate	0%	0%	15%
Alternatives	0%	0%	20%
Cash	0%	0%	15%

Customized Index

Over a complete market cycle (typically 3 to 5 years), the total Fund performance has a goal of outperforming a weighted passive portfolio comprised of a mix of 28% Russell 1000 Index, 10% Russell Mid Cap Index, 7% Russell 2000 Index, 9% MSCI EAFE (net) Index, 4% MSCI Emerging Markets Index, 24% Barclays Capital Aggregate Index, 10% Barclays Capital Global Aggregate ex U.S. Index, 3% (50% JPM EMBI Global Diversified / 50% JPM GBI-EM Broad Diversified USD unhedged Index), 5% Bloomberg Commodity Index Total Return.

G. Manager Specific Benchmarks

Benchmarks specific to each managed portfolio are outlined in Section XI, Exhibit B of this document. Performance versus said benchmarks will be judged over a complete market cycle (typically 3 to 5 years).

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Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**. By its signature below, the Investment Manager agrees to these Guidelines as well as the terms and conditions of the Statement, which is incorporated herein by reference.

Manager: Brandywine Global Investment Management
Mandate: Large Cap Value Equity
Index Benchmark: Russell 1000 Value Index
Universe: U.S. Large Cap Value Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Equity:	90%	100%	100%
Cash & Equivalents:	0%	0%	10%

Modification of Restrictions:

- Limit investment in any single company 10% of the portfolio at market value.
- Equity investments are defined as common stock, preferred stock, ADRs, ETFs, and partnerships listed on a major exchange.

**Office of Finance and Treasury
Of the District of Columbia**

Date: 8/6/18

By: 

By: _____

Brandywine Global Investment Management

By: _____

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Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**. By its signature below, the Investment Manager agrees to these Guidelines as well as the terms and conditions of the Statement, which is incorporated herein by reference.

Manager: Farr, Miller & Washington, LLC
Mandate: Large Cap Growth Equity
Index Benchmark: Russell 1000 Growth Index
Universe: U.S. Large Cap Growth Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Equity:	90%	100%	100%
Cash & Equivalents:	0%	0%	10%

Modification of Restrictions:

**Office of Finance and Treasury
Of the District of Columbia**

Date: 8/6/18

By:  _____

By: _____

Farr, Miller & Washington, LLC

By: _____

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's "Statement" of Overall Investment Objectives and Policy. By its signature below, the Investment Manager agrees to these Guidelines as well as the terms and conditions of the Statement, which is incorporated herein by reference.

Manager: ClearBridge Investments, LLC
Mandate: Mid Cap Equity
Index Benchmark: Russell Mid Cap Index
Universe: U.S. Mid Cap Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Equity:	90%	100%	100%
Cash & Equivalents:	0%	0%	10%

Modification of Restrictions:

- Equity securities include exchange-traded and over-the-counter (OTC) common and preferred stocks, warrants and rights, securities convertible into common stocks, and securities of other exchange traded funds and of real estate investment trusts.
- May invest up to 25% in equity securities of foreign issuers directly or in the form of depository receipts representing an interest in those securities.
- The portfolio may use derivatives, including call and put options on individual securities and on securities indices.
- The portfolio may sell securities short from time to time. Short positions will not constitute more than 5% of the total market value of the portfolio.

**Office of Finance and Treasury
Of the District of Columbia**

Date: 8/6/18

By: 

By: _____

ClearBridge Investments, LLC

By: _____

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Trust Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: State Street Global Advisors
Mandate: Small Cap Equity
Index Benchmark: Russell 2000 Index
Universe: U.S. Small Cap Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Equity:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the SSgA Russell 2000 Index NL Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: Ballie Gifford Overseas Ltd / Barclays Wealth Advisors
Mandate: International Growth Equity
Index Benchmark: MSCI EAFE Growth Index
Universe: International Growth Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
International Equity:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the Barclays Wealth Advisors Series, International Growth Equity Ltd. shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: Artisan Partners / Barclays Wealth Advisors

Mandate: International Value Equity

Index Benchmark: MSCI EAFE Value Index

Universe: International Value Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
International Equity:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the Barclays Wealth Advisors Series, International Value Equity Ltd. shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: State Street Global Advisors
Mandate: Core Fixed Income
Index Benchmark: Barclays Capital Aggregate Index
Universe: U.S. Broad Market Core Fixed Income

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Fixed Income:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the SSgA U.S. Aggregate Bond Index NL Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**. By its signature below, the Investment Manager agrees to these Guidelines as well as the terms and conditions of the Statement, which is incorporated herein by reference.

Manager: AllianceBernstein L.P.
Mandate: Core Plus Fixed Income
Index Benchmark: Barclays Capital Aggregate Index
Universe: U.S. Broad Market Core Fixed Income

Asset Allocation:	Lower Limit	Target	Upper Limit
Domestic Fixed Income:	90%	100%	100%
Cash & Equivalents:	0%	0%	10%

Modification of Restrictions:

Portfolio Duration:

- +/- 1 year to index duration

Permissible Investments also include the following:

- Government securities (sovereign, supranational, government-guaranteed, government-sponsored and government agency issuers, including securities issued by banks/corporations that carry an explicit government guarantee)
- Municipal bonds, both taxable and tax-exempt issues
- Perpetual, convertible, preferred, trust preferred, and hybrid securities
- Bank loans
- Collateralized mortgage obligations
- Commercial mortgage-backed securities (CMBS)
- Basket, index and other structured securities
- Cash equivalent investments (any investment grade security that has a maturity less than one year, including repurchase agreements)
- Inflation indexed securities
- Variable and floating-rate instruments
- Reverse repurchase agreements
- Derivatives specified under "Derivatives, Reverse Repurchase Agreements, Borrowing, Leverage and Short Selling" section below
- The portfolio may purchase and sell securities and instruments issued by issuers located in or otherwise relating to emerging-market countries. Emerging-market countries are those classified as "middle" or "low income" economies by the World Bank.
- The portfolio may invest directly in eligible securities or instruments, as described, or through investment in collective investment funds managed by the Manager that invests primarily in such securities or instruments.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Other Modifications

- Credit ratings encompass entire range for the grade (i.e. A includes A-, A+, etc.)
- For split credit ratings, the higher rating shall apply.
- Minimum rating for mortgage-related/ABS/CMBS (at time of purchase) BBB
- Minimum rating for other security types (at time of purchase) CCC
- Maximum percentage of portfolio rated below investment grade 25%
- Minimum percentage of portfolio rated AAA or US Government issued/guaranteed 30%
- Maximum percentage of portfolio in mortgage-related/CMBS/ABS rated below AAA that are not issued or guaranteed by the US Government, its Agencies or Instrumentalities 5%
- Manager will rely on credit ratings provided by S&P, Moody's or Fitch. If unrated, the Manager will apply, in its sole discretion, a credit rating it deems appropriate.

- **Sector maximums**
 - All securitized assets 75%
 - Agency RMBS 75%
 - Non-agency RMBS 10%
 - CMBS 20%
 - ABS 15%
 - *CMBS and ABS in total* 30%
 - Investment-grade corporates (with remaining maturity greater than 1 year) 75%
 - Below-investment grade debt from developed countries (excludes bank loans) 20%
 - Below-investment grade debt from emerging market countries 10%
 - Bank loans 10%
 - Non-US dollar denominated securities (hedged) 25%

- **Single issuer limits**
 - US government (includes government securities as previously defined) Unlimited
 - Other investment-grade governments from developed countries 10%
 - Other investment-grade governments from emerging market countries 5%
 - Below investment-grade governments 3%
 - Other investment-grade issuers 3%
 - Other below-investment-grade issuers 1%
 - Basket/Index securities 5%

Derivatives use

Derivatives, including swaps (including interest rate swaps, total rate-of-return swaps and credit default swaps), swaptions, options (including equity index options), and interest rate futures may be used for risk management, duration management, yield curve management, adjusting exposure to the bond market sectors permitted by these guidelines or when they represent a more efficient method of implementing a portfolio strategy otherwise allowable under these guidelines. The term "derivatives" includes transactions or instruments that are in use as of the date hereof as well as those that may be developed or used in the future.

The impact of all derivatives will be fully incorporated into the calculation of the portfolio risk including the portfolio's duration as well as investment guideline limits on exposure to markets,

sectors, issuers or specific securities. The gross notional amount of Credit Default Swaps (CDS) will be limited to 10% of portfolio.

Excluding the exceptions for reverse repurchase agreements and forward commitments noted below, the portfolio will not borrow money. Reverse repurchase agreements (which are limited to 10% of the portfolio) may be used provided all the proceeds from such transactions are invested in cash equivalents. If the portfolio has net forward purchase agreements (from, for example, mortgage TBA or dollar roll transactions or the purchase of other when-issued securities), the portfolio must hold cash equivalents or other AAA rated securities with a duration of less than one year (e.g., asset-backed floaters) at least equal to such net amount. For purposes of this analysis, futures and options (including swaptions) transactions are not considered forward purchase agreements.

While it is recognized that there are numerous definitions of leverage (e.g., custodian, accounting, physical, etc.), and as many different methods for calculating leverage, provided the portfolio complies with all duration, sector, and security level guidelines described herein, the Manager does not consider its use of reverse repurchase agreements, net forward purchase agreements, or other derivatives to create leverage.

While shorting physical securities is prohibited, derivatives may be used to establish synthetic short positions in sovereign debt or interest rate swaps as part of the overall global duration strategy.

Currency

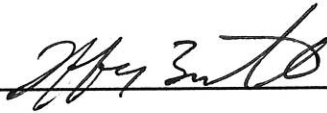
The portfolio may invest in non-US dollar denominated securities on a currency hedged or unhedged basis in securities denominated in the currencies from both developed and emerging market countries. The Investment Manager will actively take long or short positions in currencies by owning unhedged non-US dollar denominated securities, holding cash equivalent positions in currencies other than the US dollar, and/or via long or short positions in currency-related derivatives (including without limitation forward contracts, futures contracts, swaps, and options).

The portfolio will limit its net exposure (longs net of shorts) to non-US currencies to 10% of its market value and its gross exposure (longs plus absolute value of shorts) to non-US currencies to 20% of its market value. Maximum net exposure per non-US currency is 3%. The exposures to currency-related derivatives do not count towards the sector limit noted above for non-US dollar security exposure.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of Finance and Treasury
Of the District of Columbia

Date: 8/6/18

By: 

By: _____

AllianceBernstein L.P.

By: _____

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: Access Capital

Mandate: Economically Targeted Investment: High quality debt securities and other debt instruments supporting the affordable housing industry

Index Benchmark: Barclays Capital U.S. Securitized Index

Universe: N/A

Asset Allocation:	Lower Limit	Target	Upper Limit
Economically Targeted Investment:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in Access Capital Community Investment Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's prospectus. The fund's prospectus shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**. By its signature below, the Investment Manager agrees to these Guidelines as well as the terms and conditions of the Statement, which is incorporated herein by reference.

Manager: AllianceBernstein L.P.
Mandate: International Fixed Income
Index Benchmark: Barclays Capital Global Aggregate ex-US Index
Universe: International Fixed Income

Asset Allocation:	Lower Limit	Target	Upper Limit
International Fixed Income:	90%	100%	100%
Cash & Equivalents:	0%	0%	10%

Modification of Restrictions:

Portfolio Duration:

- +/- 10% of index duration

Permissible Investments also include the following

- Government securities (sovereign, supranational, government-guaranteed, government-sponsored and government agency issuers, including securities issued by banks/corporations that carry an explicit government guarantee)
- Municipal bonds, both taxable and tax-exempt issues
- Perpetual, convertible, preferred, trust preferred, and hybrid securities
- Bank loans
- Commercial mortgage-backed securities (CMBS)
- Basket, index and other structured securities
- Cash equivalent investments (any investment grade security that has a maturity less than one year, including repurchase agreements)
- Inflation indexed securities
- Variable and floating-rate instruments
- Reverse repurchase agreements
- Derivatives specified under "Derivatives, Reverse Repurchase Agreements, Borrowing, Leverage and Short Selling" section below
- The portfolio may purchase and sell securities and instruments issued by issuers located in or otherwise relating to emerging-market countries. Emerging-market countries are those classified as "middle" or "low income" economies by the World Bank.
- The portfolio may invest directly in eligible securities or instruments, as described, or through investment in collective investment funds managed by the Manager that invests primarily in such securities or instruments.

Other Modifications

- Credit ratings encompass entire range for the grade (i.e. A includes A-, A+, etc.)
- For split credit ratings, the higher rating shall apply.
- Minimum rating per security (at time of purchase) CCC
- Maximum percentage of portfolio rated below investment grade 20%
- Manager will rely on credit ratings provided by S&P, Moody’s or Fitch. If unrated, the Manager will apply, in its sole discretion, a credit rating it deems appropriate.

- **Sector maximums**
 - U.S. Agency Debentures 40%
 - Residential MBS 50%
 - CMBS and ABS 20%
 - Investment grade corporates 50%
 - Below-investment grade debt 20%
 - Bank loans 10%
 - Structured Notes 10%
 - USD Denominated Securities (excluding cash equivalents and structured notes) 40%
 - Emerging Market countries are included in their respective rating category

- **Single issuer limits**
 - Non-US Governments (includes government securities as previously defined) Unlimited
 - Investment grade issuers 5%
 - Below-investment grade governments 5%
 - Other below-investment grade issuers 2%
 - Basket/Index securities 5%

Structured Securities Use

For basket/index securities, the security’s average characteristics (e.g. credit quality, duration, etc.) will be used to evaluate compliance with guideline restrictions, rather than the statistics of the underlying issuers. Portfolios are permitted to invest in US and non-US denominated structured notes to replicate investments that would otherwise be made directly in the cash market provided that the underlying assets and risks of the notes are permitted by the guidelines.

Derivatives Use

Derivatives, including swaps (including interest rate swaps, total rate-of-return swaps and credit default swaps), swaptions, options (including equity index options), and interest rate futures may be used for risk management, duration management, yield curve management, adjusting exposure to the bond market sectors permitted by these guidelines or when they represent a more efficient method of implementing a portfolio strategy otherwise allowable under these guidelines. The term “derivatives” includes transactions or instruments that are in use as of the date hereof as well as those that may be developed or used in the future.

The impact of all derivatives will be fully incorporated into the calculation of the portfolio risk including the portfolio’s duration as well as investment guideline limits on exposure to markets,

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

sectors, issuers or specific securities. The gross notional amount of Credit Default Swaps (CDS) will be limited to 10% of portfolio.

Excluding the exceptions for reverse repurchase agreements and forward commitments noted below, the portfolio will not borrow money. Reverse repurchase agreements (which are limited to 10% of the portfolio) may be used provided all the proceeds from such transactions are invested in cash equivalents. If the portfolio has net forward purchase agreements (from, for example, mortgage TBA or dollar roll transactions or the purchase of other when-issued securities), the portfolio must hold cash equivalents or other AAA rated securities with a duration of less than one year (e.g., asset-backed floaters) at least equal to such net amount. For purposes of this analysis, futures and options (including swaptions) transactions are not considered forward purchase agreements.

While it is recognized that there are numerous definitions of leverage (e.g., custodian, accounting, physical, etc.), and as many different methods for calculating leverage, provided the portfolio complies with all duration, sector, and security level guidelines described herein, the Manager does not consider its use of reverse repurchase agreements, net forward purchase agreements, or other derivatives to create leverage.

While shorting physical securities is prohibited, derivatives may be used to establish synthetic short positions in sovereign debt or interest rate swaps as part of the overall global duration strategy.

Currency Use

The Investment Manager will actively manage the portfolio's currency exposures and will seek investment opportunities by taking long or short positions in currencies through the use of currency-related derivatives, including without limitation currency futures contracts, swaps, forward contracts and options. Active currency exposure and exposure relative to the benchmark can be managed by owning unhedged securities or by means of foreign exchange forward contracts or any other derivative instruments (i.e. the Manager does not need to buy bonds to gain exposure to a particular currency or otherwise manage currency exposure).

The Portfolio's net active currency exposure—defined as aggregate currency exposure that is long or short relative to the benchmark—is limited to +/- 15% of the Portfolio's Net Asset Value. On the understanding that the Manager may engage in cross hedging currency exposure, the Portfolio's gross active currency exposure—defined as the aggregate long currency exposure relative to the benchmark plus the absolute value of aggregate short currency exposures relative to the benchmark—is limited to +/- 30% of market value. Currency exposure may be long or short relative to the portfolio's benchmark and/or the portfolio's base currency and this is not considered leverage.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of Finance and Treasury

Of the District of Columbia

Date: 8/6/18

By: 

By: _____

AllianceBernstein L.P.

By: _____

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OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's "Statement" of Overall Investment Objectives and Policy.

Manager: State Street Global Advisors
Mandate: Emerging Market Equity
Index Benchmark: MSCI EM (net) Index
Universe: Emerging Markets Equity

Asset Allocation:	Lower Limit	Target	Upper Limit
Emerging Market Equity:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the SSgA Emerging Market Equity Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: Gresham Investment Management LLC
Mandate: Commodities
Index Benchmark: Bloomberg Commodity Index Total Return
Universe: N/A

Asset Allocation:	Lower Limit	Target	Upper Limit
Commodities:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the Gresham Strategic Commodities Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

OTHER POST-EMPLOYMENT BENEFITS FUND OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Section XI -Exhibit B Manager Specific Guidelines

These Manager Specific Guidelines are an exhibit to the Fund's **Statement of Overall Investment Objectives and Policy**.

Manager: BlueBay Asset Management

Mandate: Emerging Market Debt

Index Benchmark:

A composite index comprised 50% of JP Morgan Emerging Markets Bond Index Global Diversified and 50% of JP Morgan Government Bond Index – Emerging Markets Global Diversified (GBI-EM Global Diversified), USD unhedged. (.

Universe: Emerging Markets Debt

Asset Allocation:	Lower Limit	Target	Upper Limit
Emerging Market Debt:	100%	100%	100%
Cash & Equivalents:	0%	0%	0%

Modification of Restrictions:

All investments made on behalf of the District in the BlueBay Emerging Market Select Bond Fund shall be invested in accordance with and consistent with any limitations, restrictions or modifications as outlined in the fund's documents. The fund's documents shall override any restrictions or stipulations as outlined in this document. The objectives will generally be aligned with the spirit of this document.

Attachment J.5

INVESTMENT MANAGEMENT AGREEMENT Other Post-Employment Benefits Fund

This Investment Management Agreement, including the schedules attached hereto or incorporated by reference (collectively, the “Agreement”), effective this [___] day of [____], 20[___] (the “Effective Date”), is entered into by and between Aon Investments USA Inc. (“Aon Investments”), **Government of the District of Columbia** (“Sponsor”) and **Deputy Chief Financial Officer and Treasurer** (the “Treasurer”) on behalf of and as the designated fiduciary of the District of Columbia Other Post-Employment Benefits Fund Plan (the “Plan”) (the Treasurer and Sponsor collectively, and each of them individually, the “Client”). In consideration of the mutual agreements herein, the sufficiency of which is hereby acknowledged, Aon Investments, Sponsor and the Treasurer hereby agree as follows:

1. Services Provided.

(a) Services Described. The specific services to be provided by Aon Investments to the Plan under this Agreement (“Services”) are enumerated and detailed in the attached Schedule A.

(b) Delegation of Authority.

(i) As designated fiduciaries, the Treasurer and Sponsor hereby appoint Aon Investments to be their agent, and as such to act in the designated fiduciaries’ place and stead with the same force and effect as if the designated fiduciaries had taken the action directly on behalf of the Plan with regard to services described in Schedule A. More specifically, Aon Investments is, for the purposes of this Agreement, designated as a named co-fiduciary of the Plan (“Named Fiduciary”), solely with respect to the Services described in Section 4 of Schedule A as they pertain to the Plan’s Eligible Assets (defined below). As a Named Fiduciary, Aon Investments is delegated the exclusive authority to carry out the duties specified in Section 4 of Schedule A and to perform these Services, but for no other purpose under the Plan and for no assets other than the Eligible Assets.

(ii) By executing this Agreement, Client hereby grants to Aon Investments the requisite authority to take any and all actions on behalf of the Plan and Client to facilitate Aon Investments’ performance of all Services under this Agreement and to fulfill Aon Investments’ obligations as an investment manager to the Plan, including (A) the engagement of any other investment managers serving the Plan, including transition managers (“Sub-Advisers”), and (B) investment of Eligible Assets on behalf of the Plan.

(iii) Client also agrees, where necessary, to execute a letter of direction, or other appropriate instruments, to the Plan’s Custodian (defined below) or to other third parties, to evidence or otherwise grant Aon Investments authority to act on behalf of the Plan or Client or as a Named Fiduciary of the Plan in a manner consistent with, but not beyond the scope of, Aon Investments’ capacity described in Section 4 of Schedule A. “Custodian” means a third party appointed by Client that shall be responsible for arranging custody and safekeeping of Plan assets, the collection on the Plan’s behalf of income and other entitlements, and all other administrative functions designated by Client with respect to such assets.

(iv) By executing this Agreement, Aon Investments hereby agrees to perform the Services in accordance with the terms of this Agreement.

(v) “Eligible Assets” means all assets held in trusts governed by the Plan, excluding: (A) any individual stock securities issued by a company, including any issued by Client; (B) any Plan assets that are part

of a company stock fund; and (C) any assets that are managed by third party investment managers and that cannot be liquidated or transferred to a Sub-Adviser of Aon Investments' choosing; and (D) any Plan assets that Client has independently determined to invest into funds sponsored by Aon Investments -affiliate Townsend Group ("Townsend Funds").

(vi) Townsend Funds. Aon Investments shall have no legal, contractual, or fiduciary liability or obligation under the Agreement, or other applicable law, for any Plan assets that are invested in Townsend Funds.

2. Fees and Expenses.

(a) The fees for the Services are set forth in Schedule B, attached hereto. Client understands and agrees that Aon Investments will be owed investment management fee only with respect to Eligible Assets. Client further understands and agrees that the fees payable by Client and/or the Plan hereunder do not include or cover the fees payable to any Sub-Advisers or other third parties, including brokerage firms and Custodians, in connection with this Agreement, and that Client or the Plan shall be exclusively responsible for compensating such Sub-Advisers or other third parties in addition to compensating Aon Investments for its fees, as described hereunder.

(b) Client acknowledges that the fees payable to Aon Investments hereunder are reasonable compensation for the services performed by Aon Investments for the Plan, and that this Agreement includes all disclosures required by the fee disclosure provisions. The fees payable by Client to Aon Investments for the services described in this Agreement constitute "direct compensation." Aon Investments will not receive "indirect compensation" or "related party compensation."

(c) Client may, at any time, request amendments to the Services. Such amendments, including any fees adjustments related thereto, shall be confirmed between the parties and shall be documented with a schedule, an amended schedule, or other mutually agreeable writing signed by both parties.

(d) Fees for Services shall be charged in accordance with the appropriate Schedules or with another mutually agreeable writing signed by both parties detailing the Services.

(e) Client and the Plan acknowledge and agree that from time to time Aon Investments will engage or terminate Sub-Advisers or brokerage firms of the Plan. In connection therewith, assets of the Plan may be transferred to or from such Sub-Advisers, brokerage firms or other third parties, and certain accounts holding Plan assets may have insufficient funds or become overdrawn, causing market losses, overdraft fees or other expenses (collectively "Overdraft Losses"). Aon Investments shall not be responsible for such Overdraft Losses, which shall be the sole responsibility of Client and the Plan.

3. Term and Termination.

I. Notwithstanding Sections F, I.9, I.10, and I.11 of Contract No. CFOPD-21-C-013:

(a) This Agreement shall be effective during the period commencing on the Effective Date and concluding on the date of termination pursuant to the terms of this Section (the "Term").

(b) Client may terminate this Agreement for any reason at any time upon thirty (30) days' prior written notice to Aon Investments.

(c) Aon Investments may terminate this Agreement for Cause (defined below), effective upon ninety (90) day's prior written notice to Client. "Cause" means (i) Client's breach of this Agreement, or (ii) Client's negligence that causes harm to Aon Investments, or (iii) any action by Client that precludes Aon Investments from substantially performing its obligations under this Agreement; provided, in each case, that Client has failed to cure such defect, if capable of cure, within thirty (30) days of receiving notice of such defect.

(d) Aon Investments may terminate this Agreement for any reason at any time upon one hundred eighty (180) days' prior written notice to Client.

(e) Upon the effective date of termination (the "Termination Date"), Client will pay Aon Investments all fees and expenses accrued under this Agreement through the Termination Date, including any fees for mutually agreed-upon transition services extending beyond such Termination Date.

(f) For the avoidance of doubt, termination of this Agreement shall not require any redemptions of Plan assets from a Locked-Up Fund (defined below) during any time that such Plan assets remain invested in a Locked-Up Fund.

(g) In the event that this Agreement is terminated pursuant to this Section 3 or as otherwise allowed under the Agreement, the Treasurer and Sponsor each understand and agree that the fees for the Services set forth in this Agreement shall be payable to Aon Investments through the Termination Date provided, however, that subsequent to the Termination Date, if any Plan assets remain invested in an Aon Investments-Advised Fund (as defined in Schedule A) or investment vehicle due to applicable fund lock-up period provisions or other constraints on liquidity (a "Locked-Up Fund"), the Treasurer and Sponsor further acknowledge and agree that any fees payable to Aon Investments under this Agreement shall continue to be payable to Aon Investments with respect to Plan assets invested in any such Locked-Up Fund through the date on which the Plan's interests are redeemed from the Locked-Up Fund. Upon the date on which proper notice of termination is received by Aon Investments pursuant to this Section 3, Aon Investments is authorized to direct the Plan's Treasurer to redeem all of the Plan's interests in any Locked-Up Fund as soon as is reasonably possible following the expiration of the applicable lock-up period or removal of the liquidity constraint.

4. Delays. No party will be in breach of this Agreement or any Schedule as a result of, nor will any party be liable to the others for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by administrators, Sub-Advisers, suppliers or others, telephone system, or Internet service provider or other utility outages, equipment malfunctions, computer downtime, pandemic and similar occurrences as long as such party is diligently attempting to correct the cause of the delay. During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. Confidential Information.

(a) Notwithstanding Section I.16 of Contract No. CFOPD-21-C-013, with respect to any information supplied in connection with this Agreement and designated by either party as confidential or which the other party should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other party agrees to protect the Confidential Information in a reasonable and appropriate manner, use the Confidential Information only to perform its obligations under this Agreement and for no other purpose and not to disclose the Confidential Information to a third party without the other party's consent. "Confidential Information" shall not include information (i) which is publicly known, (ii) which is already known to the recipient, (iii) which is lawfully disclosed by a third party, (iv) which is independently developed, or (v) which

Client or Aon Investments must disclose or any other filing requirement to which the Plan is subject or in connection with government requirement. Client's Confidential Information that is provided to Aon Investments, and that is created as a result of the Services, is and will be owned by Client and/or the Plan.

(b) Notwithstanding the foregoing, (i) Aon Investments may use Client's Confidential Information in combination with other data, including the disclosure of such information to third parties, provided that no such Client Confidential Information is identifiable by Client, Plan, or Plan participant, (ii) either party may disclose the other party's Confidential Information to its legal counsel and financial auditors solely in connection with their service to Aon Investments, Client or the Plan, (iii) Aon Investments may share Client Confidential Information with its affiliates-and/or third party business partners solely for the purpose of preparation of Client/Plan reports, subject to the obligations herein, and (iv) the receiving party may disclose Confidential Information of the disclosing party if required by law or requested by a regulatory authority.

(c) The obligations of this section shall be indefinite, subject to applicable law.

(d) Notwithstanding the foregoing, Client consents to Aon Investments' disclosure solely of the existence of the client relationship for the limited purpose of business marketing, including client lists for request-for-proposal responses.

6. Ownership and Control of Data and Work Product.

(a) Aon Investments has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models), templates, software systems, user interfaces and screen designs, general purpose consulting and software tools, websites, data, documentation, and proprietary information and processes ("Aon Investments' IP").

(b) Except as provided below, upon full and final payment to Aon Investments, any reports, information and other deliverables to be provided to Client in connection with the Services (the "Deliverables"), shall become the property of Client. To the extent that any Aon Investments IP is contained in any of the Deliverables, Aon Investments hereby grants to Client a perpetual, worldwide, paid-up, royalty-free, nonexclusive license to use such Aon Investments IP in connection with the Deliverables.

(c) To the extent that Aon Investments utilizes any of its property, including, without limitation, the Aon Investments IP, in connection with the performance of Services, such property shall remain the property of Aon Investments and, except for the license expressly granted in the preceding paragraph, Client shall acquire no right or interest in such property.

(d) Client will honor Aon Investments copyrights, patents, and trademarks relating to Services, Deliverables and Aon Investments' IP, and will not use Aon Investments' name, patents or trademarks without Aon Investments' prior written consent.

(e) Aon Investments acknowledges and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to Aon Investments by Client hereunder are and shall remain Client's sole and exclusive property.

(f) Nothing contained in this Agreement will prohibit Aon Investments from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

(g) Provided that Client promptly notifies Aon Investments of a claim that the Aon Investments IP infringes a presently issued U.S. patent or copyright, Aon Investments will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon Investments will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Investments IP made available to Client by Aon Investments; (ii) Client's alteration of the Aon Investments IP; or (iii) use of Aon Investments IP that is in conflict with this Agreement or otherwise not authorized by Aon Investments

7. Submission of Client Data. Client will submit to Aon Investments all Client information in Client's control necessary for Aon Investments to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client information that is submitted to Aon Investments. Aon Investments may rely on, and act upon the basis of, any information provided to Aon Investments by Client or by any other agent, broker, independent contractor, or other professional that is hired by Client, to the extent Aon Investments does not know that the information provided is incorrect. Client will promptly notify Aon Investments in writing of any material changes and shall respond promptly to requests by Aon Investments for information necessary to perform services hereunder. Aon Investments shall be deemed to be unaware of any changes to information previously provided until new information is actually received by Aon Investments.

8. Aon Investments' Representations and Acknowledgments.

(a) Aon Investments represents that it is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and is registered with the Commodity Futures Trading Commission ("CFTC") as a commodity trading adviser and commodity pool operator. Aon Investments further represents that it is a member of the National Futures Association ("NFA"). Aon Investments covenants that with respect to the performance of its duties hereunder, Aon Investments will promptly notify Client of any change in its status under the Advisers Act or its status as a member of the NFA.

(b) Aon Investments acknowledges that, at all times during this term of this Agreement, Aon Investments is a "co-fiduciary", with respect to those services that cause Aon Investments to be such a co-fiduciary.

(c) Aon Investments acknowledges that it is an "investment manager", with respect to the Services described in Section 4 of Schedule A and for no other purpose. Such Services shall be in compliance with the provisions of this Agreement, the Advisers Act, and state and federal laws applicable to investment advisers.

(d) Aon Investments represents that, at all times during the term of this Agreement, it is a "qualified professional asset manager."

(e) Aon Investments will be responsible for the selection, evaluation and replacement of the Sub-Advisers in an Aon Investments - Advised Fund and the Sub-Advisers will be responsible for the day-to-day investment of the assets of the Plan allocated to them from time to time.

(f) Any documents prepared by Aon Investments or received by Aon Investments from third parties with respect to the operation of the Plan or Plan investments shall be submitted to Client and subject to review, at Client's determination, by its legal counsel.

(g) Aon Investments has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of Aon Investments has been properly authorized and empowered to execute this Agreement.

9. Client's Representations and Acknowledgments.

(a) Client represents and warrants that the Plan is a "Other Post-Employment Benefits Plan" as defined under DC Official Code 1-621.09 (the "Code"). Client and/or Plan will promptly notify Aon Investments of any change under the Code.

(b) Client represents and warrants that the Plan is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933, a "qualified client" under Rule 205-3 of the Investment Advisors Act of 1940, and a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940.

(c) Client represents and warrants that it is a qualified eligible person ("QEP") as defined in CFTC Rule 4.7 and consents to the Plan being treated as an exempt account under CFTC Rule 4.7. Client further represents and warrants that it is exempt from such registration/membership and agrees to keep Aon Investments apprised and informed.

(d) Client acknowledges receipt of Aon Investments' Form ADV Part 2A and, where appropriate Part 2B, which serves as Aon Investments' brochure and supplements under the Advisers Act.

(e) Client consents to the delivery of all required regulatory notices, disclosures, Plan statements, reports and other communications (collectively, "Client Communications") via electronic mail and/or other electronic means. The Client confirms that it has provided Aon Investments with at least one valid electronic mail address where Client Communications can be sent. It shall be Client's responsibility to notify Aon Investments, in writing, of any change in email address or to revoke such authorization. Client may revoke its consent to electronic delivery at any time by providing written notice to Aon Investments and receive Client Communications in paper format.

(f) Client represents and warrants that: (i) it has carefully read and understands this Agreement, including Schedules A, B and C hereto, which outline the Services to be provided by Aon Investments, its fees and risks associated with this Agreement; (ii) it is not relying on Aon Investments, its affiliates or any other person with respect to the legal, tax and other economic considerations involved in entering into this Agreement, other than its own advisers; (iii) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of entering into this Agreement, and the Plan is able to bear such risks.

(g) Client represents and warrants that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of Sponsor and has been properly authorized and empowered to execute this Agreement.

(h) Client acknowledges and agrees that Aon Investments may, in its sole discretion, exercise the authority granted to it pursuant to Schedule A of this Agreement by directing Plan assets to be invested in an Aon Investments' - Advised Fund.

(i) Client acknowledges that Aon Investments renders investment advisory services for clients other than Client and the Plan. Client understands that Aon Investments may give advice and take action in performing their respective duties to other clients that may differ from advice or the timing or nature of action with respect to the Plan. Accordingly, Client acknowledges that Aon Investments has no obligation to recommend or implement investments or investment strategies or to recommend or implement the engagement or termination of any investment manager for the Plan, which the officers or employees of Aon Investments may engage or terminate for their own accounts or which Aon Investments may recommend or employ for the account of any other client.

(j) Client acknowledges that a number of sub-advisory firms Aon Investments reviews and may recommend are clients of Aon Investments or its affiliates or are firms with which Aon Investments or its affiliates may have vendor or other business relationships.

(k) Client acknowledges that neither Aon Investments nor the Sub-Advisers can predict future activity in the financial markets and that the performance of investments recommended and managed by Aon Investments, investment advice given by Aon Investments, and investment managers retained by the Plan are subject to various market, currency, economic, political and business risks, including those identified at Schedule C, and that investment decisions made by Aon Investments and the Sub-Advisers may not always be profitable. Thus, there can be no assurance as to any specific level of investment performance of any strategy or actions that Aon Investments or any sub-adviser may recommend, or direct actions that Aon Investments or any sub-adviser may take on behalf of the Plan or Client. Client acknowledges that Aon Investments' services and investment recommendations could result in substantial losses under certain circumstances.

(l) Client represents that the Plan expressly provides the authority for: (i) the appointment by a named co-fiduciary of another named co-fiduciary, (ii) the appointment by a named co-fiduciary of an "investment manager."

(m) Client represents and warrants that this Agreement is not inconsistent with the Plan or the Plan's related IPS as defined in Schedule A.

(n) Client shall review each document provided by Aon Investments and shall meet with Aon Investments' investment consultants not less frequently than once a quarter. Client shall review investment performance reports and notify Aon Investments in the event Client believes that investment performance has been poor.

(o) Client shall, at least annually, provide Aon Investments with the Plan's financial statements and promptly provide Aon Investments with any changes thereto.

(p) Aon Investments shall have no obligation to participate or opt in to any class action or bankruptcy proceedings on Client's behalf or to take any other action with respect to any legal proceedings involving securities held or previously held under the Plan.

(q) Client acknowledges that in providing the Services, Aon Investments will provide no advice, services, information or guidance with respect to the securities of any individual company, including the securities of Client, nor will Aon Investments provide any accounting or legal advice.

(r) Subject to the terms of this Agreement: (i) Aon Investments may, on behalf of the Plan, engage Sub-Advisers affiliated with Aon Investments, including Townsend Group ("Townsend"), and (ii) affiliates of Aon Investments, including Townsend, may perform certain administrative Services (including the generation of reports) other than services that would cause such affiliate to be an "investment adviser" under the Advisers Act.

10. Liability and Indemnity.

(a) Liability. Notwithstanding Section I.3 of Contract No. CFOPD-21-C-013, Aon Investments shall indemnify and hold harmless the Client and the Plan from and against any and all damages, losses, and expenses (including reasonable attorneys' fees and expenses) (each a "Loss" and collectively, "Losses") caused by the performance of the Services to the extent such Losses are caused by: (i) Aon Investments' breach of co-fiduciary duty or duties; (ii) Aon Investments' breach of confidentiality obligations set forth in the Agreement; (iii) Aon

Investments' gross negligence or willful misconduct; or (iv) infringement by Aon Investments IP pursuant to Section 6 of this Agreement.

(b) Limitations on Aon Investments' Liability.

(i) To the extent permitted by law, Aon Investments' liability for Losses under Section 10 of this Agreement shall be reduced to the extent such Losses are caused by the Client, the Plan, the Plan's participants or the Plan's fiduciaries.

(ii) To the extent permitted by law, provided that Aon Investments has not breached its co-fiduciary duty or engaged in willful misconduct or gross negligence in its responsibilities hereunder with respect to the selection, retention or monitoring of Sub-Advisers as set forth in the IPS, Aon Investments shall have no liability to Client or the Plan for, and Client agrees not to commence any actions against Aon Investments relating to: (A) the acts or omissions of any Sub-Adviser retained or the acts or omissions of any service provider, including, without limitation, the administrator of any fund managed by Aon Investments; or (B) the performance of any investments made by any Sub-Adviser.

(iii) To the extent permitted by law, Aon Investments' obligation, if any, to indemnify and hold harmless the Client and the Plan for Losses other than those identified under Section 10(a) shall be limited to an amount not to exceed the aggregated amount of the fees received by Aon Investments under this Agreement during the Year in which the Loss is incurred.

(iv) In no event will Aon Investments be liable for Losses arising from communications Aon Investments reasonably believes to constitute Client's instructions.

(v) For purposes of this Agreement, "Year" means a twelve (12) month period commencing on the Effective Date or on any subsequent anniversary of the Effective Date.

(c) Client Reimbursement of Claims. To the extent permitted by law and subject to Aon Investments' indemnity obligations in Sections 6(g), 10(a) and 10(b) of this Agreement, Client shall provide the payment of money in a sum certain and/or other relief, in accordance with Section I.7 of Contract No. CFOPD-21-C-013, for any and all Losses to and against Aon Investments, its directors, employees and representatives (the "Aon Investments' Indemnitees") arising from (i) Client's or any Plan representative's breach of its fiduciary obligations to the Plan, (ii) claims made by third parties, including, without limitation, Client's employees, affiliates, Plan participants, and affiliated plans with respect to the Services provided hereunder, (iii) Client's failure to comply with the applicable terms and conditions of this Agreement, including without limitation, any infringement of Aon Investments' technology by Client in violation of Section 6 or any breach by Client of the confidentiality provisions of the Agreement, (iv) an Aon Investments Indemnitee's acts or omissions made or taken at the request of Client that are outside the scope of this Agreement or contrary to the obligations hereunder, or (v) any action taken or omitted by the Custodian.

(d) No Consequential Damages. To the extent permitted by law, in no event will any party be liable to any other party for indirect, incidental, special, consequential, exemplary, reliance or punitive damages, arising out of the Services, regardless of whether either any party is advised of the likelihood of such damages.

(e) No Waiver. Nothing in this Agreement shall be construed as a waiver of any rights of Client or the Plan under the Advisers Act, or other applicable securities law.

11. Insurance and Other. Aon Investments shall maintain, at all times during the term of this Agreement, the minimum insurance coverages and limits in accordance with Section I.30 of Contract No. CFOPD-21-C-013.

Aon Investments shall maintain throughout the term of this Agreement a fidelity bond which satisfies the requirements regulations thereunder with respect to the Eligible Assets.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Aon Investments and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

13 Notices. Any notices which may be required under this Agreement shall be considered as having been given if (a) faxed or emailed, and (b) mailed by U.S. First Class mail to the following recipients:

If to Sponsor:
Government of the District of Columbia
1101 4th Street S.W. Suite 850W
Washington, DC 20024
Attn.: Rodney Dickerson, Program Manager
Electronic mail: Rodney.Dickerson@dc.gov

If to Aon Investments USA Inc:
Aon Investments USA Inc.
200 E. Randolph Street
Suite 700
Chicago, IL 60601
Attn.: Law Department

If to the Treasurer:
Bruno Fernandes, Treasurer
Government of the District of Columbia
1101 4th Street S.W. Suite 850W Washington, DC 20024
Attn.: Rodney Dickerson, Program Manager
Electronic mail: Rodney.Dickerson@dc.gov

14. Miscellaneous.

(a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.

(b) This Agreement and any Schedule hereunder may be executed in two or more counterparts, each of which will be deemed an original.

(c) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. Aon Investments personnel will remain Aon Investments 'employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.

(d) Aon Investments may include Client and its trademarks and logos on Aon Investments' client lists, proposals and other communications not intended for general distribution.

(e) It is expressly understood and agreed that the obligations of Sections 5, 6, 10, 12, 13, and 14 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.

(f) Notwithstanding any provision herein to the contrary, all parties are eligible for injunctive relief to enforce the confidentiality provisions of this Agreement. In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any Losses as finally

determined by a court of competent jurisdiction, its costs and expenses of suit, including reasonable attorneys' fees and expenses.

(g) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.

(h) This Agreement is subject to the laws and regulations enforced by the United States Office of Foreign Assets Control ("OFAC") and all parties hereby agree to provide reasonable assistance to the others in order to meet any OFAC obligations that may arise under this Agreement.

(i) This Agreement will be construed and enforced in accordance with the internal laws and judicial decisions of the District of Columbia, excluding its conflict of laws rules that would refer to and apply the substantive laws of another jurisdiction. The parties agree that jurisdiction and venue in any action brought pursuant to this Agreement shall properly lie exclusively in the District of Columbia.

(j) This Agreement and the Contract No. CFOPD-21-C-013, including any schedules and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such schedules). For the avoidance of doubt, the Contract No. CFOPD-21-C-013 and then this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon Investments and Client. For the avoidance of doubt, the effective date of each schedule shall be set forth therein. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

[Signature page follows]

PURSUANT TO AN EXEMPTION FROM THE CFTC IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE CFTC. THE CFTC DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF AON INVESTMENTS' DISCLOSURE. CONSEQUENTLY, THE CFTC HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR ACCOUNT DOCUMENT.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Investment Management Agreement of the effective date written above.

Government of the District of Columbia

AON INVESTMENTS USA INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A
Schedule of Services
Other Post-Employment Benefits Fund

As governed by the Agreement, Aon Investments shall provide the following Services to the Plan on behalf of the Client with respect only to the Eligible Assets:

1. Investment Program Review for the Plan. Aon Investments shall provide the following Services prior to implementing an investment strategy for the Plan:

(a) Review the Plan's risk posture, asset allocation strategy, investment adviser structure, and current investment advisers;

(b) Prepare a report that summarizes the investment program review and suggests changes in policies and/or investment allocation, as appropriate;

(c) Meet with the Treasurer and or Associate Treasurer as needed to discuss the investment program review and suggest changes to asset allocation policies, investment adviser structure, and investment advisers;

(d) Review the Plan's Investment Policy Statement and other Plan management-directed Plan parameters (collectively, "IPS") and make recommendations for changes thereto.

(e) During the investment program review as described immediately above, Aon Investments shall assess the existing Plan's investment portfolio and investment options to determine compliance with the then-current IPS. Aon Investments' implementation of any changes to the Plan's investment strategy is dependent upon Aon Investments completing the investment program review and receiving an updated IPS, approved by the Treasurer, upon completion of the asset-liability study noted in Section 2 below.

2. Pension Risk Management Services.

(a) Prior to implementation of any changes to the Plan's investment strategy, Aon Investments will, with the assistance of the Plan's actuaries and other professionals employed by the Plan, who may be employees of Aon Investments' parent company or one of its affiliates, conduct an asset-liability study to assist the Treasurer in determining the appropriate investment allocation and risk budgeting objectives for the Plan. Upon completion of the study, Aon Investments will recommend to the Treasurer an investment structure to meet pension risk objectives as determined by the Treasurer. If necessary, Aon Investments will assist the Treasurer in creating a de-risking program for the Plan. Aon Investments will update the assumptions and inputs for the asset-liability study and review any recommended changes with the Treasurer as needed over time.

(b) If requested by the Treasurer, Aon Investments will assist the Treasurer in designing a customized investment strategy to hedge (reduce) pension surplus risk (volatility of pension assets relative to pension liabilities), including recommending changes to the IPS and guidelines for the mandate, and one or more Sub-Advisers to manage the customized hedging strategy.

(c) Once the investment strategy is implemented, Aon Investments will (i) monitor and measure any risk budgeting objectives set forth by the Treasurer; (ii) keep the Treasurer and Associate Treasurer informed of

any material changes in the estimated funded status of the Plan through quarterly performance reporting; (iii) monitor this program and recommend to the Treasurer any necessary IPS portfolio allocation changes; and (iv) provide the Treasurer a written report on the above services on at least a quarterly basis, including, meeting with the Treasurer in person as needed.

(d) In performing the Services described in subsection (c) above, Aon Investments will rely on custodial reported asset values and estimated liability changes in order to determine the funded ratio for purposes of implementing the investment policy. Those asset values reported by the Plan Custodians on a daily basis may be unaudited values. To the extent that certain Plan assets are illiquid, the Custodian's valuation of such assets will be based on the Sub-Advisers' most current estimation of valuation, which is inherently subjective. Aon Investments shall not be liable for any inaccuracies in the asset values and liability values provided by Custodian.

(e) The estimated valuation of liabilities will be based on Aon Investments' best assessment of the liability valuation based on its estimate of the daily change in the yield curve identified in the IPS. Aon Investments will calibrate its daily estimate of the yield curve to the actual curve once it is published each month.

(f) There are several factors that can cause Aon Investments' estimated valuation of assets and liabilities to differ from actual ultimate valuation. Such factors include, but are not limited to, fluctuations in the value of the bonds underlying the calculation of the yield curve, fluctuations between the Custodian's initial and actual valuation of assets, changes in actuarial assumptions and the basic risk inherent in daily estimation of the monthly yield curve. Aon Investments will use the best available information to mitigate these factors, but cannot guarantee the impact such factors may have on the investment policy.

3. Asset Allocation.

(a) Aon Investments will, with a view to achieving the Plan's investment objectives and subject to the IPS, but otherwise in Aon Investments' sole discretion, determine allocation of the Eligible Assets to be managed by each of the Plan's Sub-Advisers (as defined below).

(b) The Treasurer may, after consultation with Aon Investments, amend the IPS by giving reasonable prior notice to Aon Investments and such amendments shall take effect on the date specified in the notice to Aon Investments. Aon Investments shall, to the extent necessary and within a reasonable period (subject to then current market conditions) following receipt of a notice of such amendments, adjust the Plan's investment portfolio so that it complies with the amended IPS.

(c) Aon Investments reserves the right to decline to act on an instruction from the Treasurer if, in the reasonable opinion of Aon Investments, the execution of that instruction would be contrary to applicable legal requirements.

(d) Aon Investments shall not take or omit to take any action, which to the actual knowledge of Aon Investments would prejudice the tax position of the Plan. Subject thereto, the Treasurer and any professional tax adviser to the Plan remain responsible for the management of the Plan's assets for tax purposes.

4. Selection and Monitoring of Sub-Advisers and Investments.

(a) Aon Investments will be responsible for selection, evaluation and replacement of any Sub-Advisers and direct investments ("Investments") for the Eligible Assets. In connection therewith, Aon Investments shall: (i) identify preliminary Sub-Adviser candidates favorably evaluated by Aon Investments; (ii) evaluate preliminary Sub-Adviser candidates based upon the Treasurer's objectives and investment mandates; (iii) select, on behalf of the Plan, the Sub-Advisers within each asset class for Eligible Assets to invest the Plan

assets which Aon Investments believes have the appropriate knowledge and experience for investment of the Plan's assets; (iv) determine and notify each Sub-Adviser of any other investment guidelines or restrictions, in addition to the IPS applicable to its investment of its relevant portion of the Plan's assets; (v) monitor and evaluate the performance of each Sub-Adviser and report to the Treasurer and Associate Treasurer as to whether in Aon Investments' view such Sub-Adviser is performing its responsibilities under its investment management agreement; and (vi) replace, terminate, and/or add additional Sub-Advisers and/or Investments on an ongoing basis, as necessary or appropriate. The Sub-Advisers will be responsible for the day-to-day investment of the Eligible Assets allocated to them from time to time.

(b) Aon Investments is authorized to enter into subscription agreements (or comparable instruments) and/or Sub-Adviser agreements on behalf of Client and for the benefit of the Plan to provide services to the Plan, consistent with services such Sub-Advisers will provide to other Aon Investments clients. Aon Investments is responsible for negotiating the terms and conditions of such agreements, including, but not limited to, fees for services, indemnities and limitations on liability, with respect to the Services provided by the Sub-Adviser.

(c) In the event that Client requests Aon Investments to retain an investment manager or Investment not recommended by Aon Investments, the parties shall discuss the scope of Aon Investments' Services with respect to that investment manager or Investment and execute a writing evidencing Aon Investments' recommendation and any responsibilities Aon Investments shall assume with respect to that manager or Investment and any fees to be paid Aon Investments in connection therewith.

(d) Client shall arrange for the Treasurer to execute a letter of direction to its Custodian, evidencing Aon Investments' authority to act on behalf of the Plan in the capacity described in this Agreement.

(e) Aon Investments shall, in conjunction with the Sub-Advisers, determine the appropriate business structure through which the Sub-Advisers shall serve the Plan, whether it be through an investment company registered under the Investment Company Act of 1940, as amended, a separately managed account, a non-registered commingled fund or through any Aon Investments'-advised fund investment structure to which Aon Investments serves as investment adviser ("Aon Investments'-Advised Fund"). Upon satisfactory completion of subscription agreements (or comparable documentation) by the Plan, Aon Investments may, in its sole discretion, exercise the authority granted to Aon Investments under this Schedule by depositing Plan assets in any of the aforesaid investment structures, including any Aon Investments' Advised Funds, subject to the provisions of Section 5 below. Aon Investments may also direct the purchase, redemption, or sale of any interests or shares in the aforesaid instruments.

5. Aon Investments Advised Funds.

(a) Aon Investments has the sole authority to exercise its independent co-fiduciary discretion to invest Eligible Assets into any Aon Investments'-Advised Funds;

(b) Aon Investments represents that the Aon Trust Company ("ATC"), an Aon Investments affiliate, is a bank chartered in the State of Illinois and serves as the trustee ("Trustee") and provides certain investment and administrative services to the Aon Collective Investment Trust ("ACIT"), and Aon Investments'-Advised Fund, and accordingly ATC is eligible to earn reasonable trustee and administrative fees ("Trustee Fees") from the assets of the ACIT;

(c) Aon Investments represents that the ACIT is exempt from tax under Revenue Ruling 81-100, and that the assets of the ACIT consists solely of assets held in trust for the benefit of plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") and are exempt from tax under Section 501(a) of the Code;

(d) To comply with the IPS the Treasurer authorizes Aon Investments to invest Eligible Assets in any Aon Investments'-Advised Fund, including funds of the ACIT, where ATC is the Trustee and Treasurer further authorizes ATC to earn and collect the Trustee Fees;

(e) Aon Investments represents that the Trustee Fees are described in the ACIT Offering Statement, Declaration of Trust, and pertinent Fund Declaration(s) ("ACIT Disclosure Documents") and Treasurer acknowledges that it has received copies of the ACIT Disclosure Documents prior to or concurrent with the execution of this Agreement; and,

(f) This Agreement, and any acknowledgements and representations made by the Treasurer in this Section 5, shall in no way relieve Aon Investments of any co-fiduciary obligations, liability, or service obligations currently provided under the Agreement or applicable law, nor shall this Amendment shift any such co-fiduciary obligations and liabilities that are borne by Aon Investments under this Agreement onto the Client or Treasurer.

6. Additional Reporting and Investment Communications.

(a) Aon Investments agrees to timely provide to Client such information as may be reasonably requested by Client.

(b) Aon Investments shall also provide Client with the following set of reporting and communications with respect to the investment performance of the Plan:

(i) Quarterly performance review report for the Plan.

(ii) Meetings (at Treasurer's discretion, these will be annually, semi-annually or quarterly) to analyze and review the Plan. These meetings will include an appraisal of the investment results, a review of any changes to the investment program, an estimation of projected pension liabilities, and a discussion of any recommendations (e.g., the annual IPS review).

(iii) Aon Investments' investment staff will be available to answer questions and to discuss topics of interest to Treasurer and Associate Treasurer on an as-needed basis. Routine discussions regarding investment policies and alternatives are included within the scope of the Services.

7. Custody and Registration of Plan Assets.

(a) Client shall appoint a Custodian. Aon Investments will not provide any custodial services under this Schedule.

(b) Aon Investments is authorized to deal on behalf of the Plan with the Custodian on an ongoing basis. Aon Investments shall instruct the Custodian according to procedures determined at Aon Investments' own reasonable discretion unless Client first delivers to Aon Investments a copy of any procedures agreed to between Client and Custodian ("Agreed Procedures"), in which case Aon Investments shall make reasonable efforts to act consistent with the Agreed Procedures. Client shall notify Aon Investments in writing of any amendments to the Agreed Procedures within 10 business days of such amendment and shall thereafter be bound by such amendment unless Aon Investments (acting reasonably) notifies the appropriately designated Plan fiduciaries within 10 business days of such notice that such amendment is not acceptable, in which case Aon Investments shall not be bound to abide by such amendment.

(c) All assets in registered form will be registered in the name of the Custodian or its nominee, or as the appropriately designated plan fiduciaries may otherwise arrange and notify to Aon Investments. Aon Investments shall not be responsible for the fees, charges, and expenses of the Custodian.

(d) Aon Investments shall have no responsibility for management of cash assets of the Plan if Client has authorized and directed the Custodian to manage uninvested cash assets of the Plan. Aon Investments shall be responsible to review/coordinate cash flow from the Custodian to the Sub-Advisers (as payment for their services) and cash movement among Plan investment accounts.

(e) Where the Plan gives any instruction or communication to or receives any communication from the Custodian in respect of the Plan assets to be invested pursuant to this Schedule it shall either copy the instruction or communication to Aon Investments at the same time, or shall procure that the Custodian promptly does so, including the furnishing to Aon Investments of copies of all statements issued by the Custodian to the Plan.

Schedule B
Fees

In accordance with Section 2 of the Agreement, Client or the Plan shall pay Aon Investments the following fees and pursuant to Section B of Contract No. CFOPD-21-C-013:

1. Fees and expenses detailed on each invoice are due and payable within thirty (30) days of the date of such invoice. Invoices will be sent via e-mail, and all payments will be made via electronic payment. Client or Plan will promptly notify Aon Investments of any questions regarding invoices so that Aon Investments can expect timely payment. Interest will accrue pursuant to Section G.4 of Contract No. CFOPD-21-C-013 after expiration of the above 30-day period until payment is received.

2. Client shall pay any and all taxes, however designated, that are based on this Agreement or on the charges set forth in any Schedule, except for taxes based on the net income of Aon Investments or employment taxes for Aon Investments' personnel.

Schedule C Certain Risk Factors

Client acknowledges it has read and understands the following:

Client should carefully consider the risks involved in entering into this Schedule, including, without limitation, those discussed below. Additional or new risks not addressed below may affect the Plan and the Client. The following list of risk factors cannot be and is not intended to be exhaustive.

General Investment or Market Risk. All investments in securities and other financial instruments involve substantial risk of volatility (potentially resulting in rapid declines in market prices and significant losses) arising from any number of factors that are beyond the control of Aon Investments or any Sub-Adviser, such as: changing market sentiment; changes in industrial conditions, competition and technology; changes in inflation, exchange or interest rates; changing domestic or international economic or political conditions or events; changes in tax laws and governmental regulation; and changes in trade, fiscal, monetary or exchange control programs or policies of governments or their agencies (including their central banks). Changes such as these, as well as innumerable other factors, are often unpredictable and unforeseeable, rendering it difficult or impossible to predict or foresee future market movements. Unexpected volatility or illiquidity in the markets in which the Plan directly or indirectly holds positions could impair the Plan's ability to achieve its objective and cause it to incur losses.

No Control Over Sub-Advisers. Aon Investments will be responsible for the selection, evaluation and replacement of the Sub-Advisers and the Sub-Advisers will be responsible for the day-to-day investment of the assets of the Plan allocated to them from time to time. Aon Investments will seek to mitigate the risks associated with the Sub-Advisers by conducting due diligence on, and monitoring, the Sub-Advisers, but Aon Investments cannot protect the Plan from the risk of the relevant Sub-Adviser's fraud, misrepresentation, material strategy alteration or poor judgment. Among other things, a Sub-Adviser could divert or misappropriate the assets allocated to it, fail to follow its stated investment strategy and restrictions, issue false reports or engage in other misconduct. Further, the members of the Sub-Advisers' personnel are not employees or agents of Aon Investments and, thus, are not directly controlled or supervised by Aon Investments. As a result, there is no assurance that Aon Investments' due diligence and monitoring of the Sub-Advisers will detect fraud, malfeasance, inadequate back-office systems or other flaws or problems with respect to a Sub-Adviser's operations and activities. Aon Investments may not learn of events significant to the Sub-Adviser – such as personnel changes, major asset withdrawals/redemptions or substantial capital growth – until after they occur.

Suspensions of Trading. Securities and futures exchanges may suspend or limit trading in any instrument traded on the exchange, which could preclude a Sub-Adviser from liquidating its positions, thus exposing the Plan to substantial losses.

Reporting Delays. Aon Investments will provide (or cause to be provided) to the Client the reports described in Schedule A. Aon Investments' ability to provide such reports on a timely basis is dependent upon Aon Investments' timely receipt of information from the Sub-Advisers and certain service providers. Aon Investments will use good faith and commercially reasonable efforts to obtain such information from the Sub-Advisers and service providers, but delays in Aon Investments' receipt of information could delay reports from Aon Investments.

Effectiveness of Investment Strategies. The overall success of investments depends upon the ability of the relevant Sub-Advisers to be successful in their own investment strategy. Aon Investments cannot control the investments made by the Sub-Advisers. Further, the past performance of a particular strategy is not necessarily indicative of its future performance and there can be no assurance that the strategies used by the Sub-Advisers

will be successful. Subjective decisions made by the Sub-Advisers may cause the Plan to incur losses, including a complete loss of Plan assets, or to miss profit opportunities on which it could otherwise have capitalized.

Retention and Motivation of Key Employees. The success of the investments made by the Sub-Advisers is dependent upon the talents and efforts of highly skilled individuals employed by the Sub-Advisers and a Sub-Adviser's ability to identify and willingness to provide acceptable compensation to attract, retain and motivate talented investment professionals and other employees. There can be no assurance that a Sub-Adviser's investment professionals will continue to be associated with the Sub-Adviser throughout the life of this Agreement, and the failure to attract or retain such investment professionals could have a material adverse effect on the Plan as a result. Competition in the financial services industry for qualified employees is intense and there is no guarantee that, if lost, the talents of a Sub-Adviser's investment professionals could be replaced.

Sub-Adviser Fees as a Factor. Aon Investments takes into account numerous factors in determining the selection and retention of Sub-Advisers to advise with respect to plan assets, including but not limited to, past performance and fees proposed to be charged by a Sub-Adviser, and no single factor may be determinative of which Sub-advisers are selected. The fees of a particular Sub-Adviser selected or retained to manage plan assets may not be the lowest among all of the Sub-advisers being considered.

Out-of-Market Exposure. During the term of the Agreement it is possible that Client will fail to capture investment gains (which it otherwise would have captured) during periods in which its assets are not invested in the market. For instance, it may fail to capture such gains during periods in which its assets are in transition from one account, Sub-Adviser, or fund to another account, Sub-Adviser or fund, respectively.