

GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION NUMBER		PAGE 1 of 28 and Attachments		
2. TASK ORDER AGREEMENT NO. CFOPD-18-C-033		3. Award/Effective Date See Box 30C	4. CONTRACTOR'S CONTRACT NUMBER <input checked="" type="checkbox"/> DCSS CW28635 <input type="checkbox"/> GSA <input type="checkbox"/> Cooperative Agreement		5. SOLICITATION NUMBER CFOPD-18-D-033		6. CAPTION Temporary Support Services	
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Financial Operations and Systems 1100 4th Street, SW, Suite E800 Washington, DC, 20024		A. NAME Vanessa Jackson Senior Manager Financial Operations		B. TELEPHONE (No Collect Calls) (202) 442-8220		8. EMAIL: Vanessa.Jackson@dc.gov		
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024 (202) 442-7012			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> COG SIC:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE	
15. CONTRACTOR / OFFEROR Midtown Personnel, Inc. 1130 Connecticut Avenue NW, Suite 1101 Washington, DC 20036 Attn: Tasha Manzano, Sr. Director of Government Services Telephone 202-887-4747 Email: tasha@themidtowngroup.com			16. PAYMENT WILL BE MADE BY District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4th Street, SW, Suite E600 Washington, D.C. 20024					
15A. DUNS CODE		15B. TAX ID NO. 52-1645512						
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024			18. ADMINISTERED BY DC Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE EXHIBIT D OF TASK ORDER				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	Contractor shall provide Temporary Support Services in accordance with the enclosed statement of work and Contract No.: CFOPD-18-C-033.			See Exhibit B.4 Price Schedule			\$394,846.40	
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$394,846.40			
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED <u>July 9, 2018</u> IS INCORPORATED BY REFERENCE.				28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				
29A. SIGNATURE OF OFFEROR /CONTRACTOR <i>Latasha Manzano</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) <i>Anthony A. Stover</i>				
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tasha Manzano, Sr. Director, Government Services		29C. DATE SIGNED 8/22/18		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Anthony A. Stover, CPPB		30C. DATE SIGNED 8-27-18		

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				Anthony A. Stover, CPPB					

SECTION B
PRICE SCHEDULE

B.1 GENERAL INFORMATION

The Office of Chief Financial Officer (OCFO), on behalf of the Office of Financial Operations and Systems (OFOS) has a requirement for temporary support services on a temporary basis to augment OFOS permanent staff to maintain an efficient operation.

B.2 CONTRACT TYPE

The District awards a Requirements type contract based on Firm Fixed unit prices.

B.3 DESIGNATION OF AWARD FOR THE DISTRICT OF COLUMBIA SUPPLY SCHEDULE

This contract is designated only for certified small business enterprise (SBE) bidders on the District of Columbia Supply Schedule (DCSS) under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.) as amended and 27 DCMR § 2100 and 2104. Bidders must be certified at the time of submittal of bid.

B.4 PRICING SCHEDULE

- B.4.1 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements.
- B.4.2 The stated fixed unit price for each Contract Line Item Number (CLIN) shall be inclusive of all the Contractor’s direct cost, indirect cost, and profit including travel, material, and delivery. The price shall include all cost associated with the services described in and required by the Contract.

B.5 PRICING

B.5.1 BASE YEAR

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
001	Secretary II	Hour	<u>\$28.45</u>	4,160	<u>\$118,352.00</u>
002	Receptionist	Hour	<u>\$21.90</u>	2,080	<u>\$45,552.00</u>
003	Human Resource Analyst	Hour	<u>\$37.01</u>	6,240	<u>\$230,942.40</u>
					<u>\$394,846.40</u>

B.5.2 OPTION YEAR 1

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
101	Secretary II	Hour	<u>\$28.45</u>	4,160	<u>\$118,352.00</u>
102	Receptionist	Hour	<u>\$21.90</u>	2,080	<u>\$45,552.00</u>
103	Human Resource Analyst	Hour	<u>\$37.01</u>	6,240	<u>\$230,942.40</u>
					<u>\$394,846.40</u>

B.5.3 OPTION YEAR 2

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
201	Secretary II	Hourly	<u>\$29.02</u>	4,160	<u>\$120,723.20</u>
202	Receptionist	Hourly	<u>\$22.34</u>	2,080	<u>\$46,467.20</u>
203	Human Resource Analyst	Hourly	<u>\$37.75</u>	6,240	<u>\$235,560.00</u>
					<u>\$402,750.40</u>

B.5.4 OPTION YEAR 3

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
301	Secretary II	Hourly	<u>\$29.02</u>	4,160	<u>\$120,723.20</u>
302	Receptionist	Hourly	<u>\$22.34</u>	2,080	<u>\$46,467.20</u>
303	Human Resource Analyst	Hourly	<u>\$37.75</u>	6,240	<u>\$235,560.00</u>
					<u>\$402,750.40</u>

B.5.5 OPTION YEAR 4

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
401	Secretary II	Hourly	<u>\$29.60</u>	4,160	<u>\$123,136.00</u>
402	Receptionist	Hours	<u>\$22.79</u>	2,080	<u>\$47,403.20</u>
403	Human Resource Analyst	Hours	<u>\$38.51</u>	6,240	<u>\$240,302.40</u>
					<u>\$410,841.60</u>

B.5.6 Summary

Period of Performance	Totals
B.3.2 Base Year	<u>\$394,846.40</u>
B.3.3 Option Year One	<u>\$394,846.40</u>
B.3.4 Option Year Two	<u>\$402,750.40</u>
B.3.5 Option Year Three	<u>\$402,750.40</u>
B.3.6 Option Year Four	<u>\$410,841.60</u>
B.3.7 Grand Total	<u>\$ 2,006,035.20</u>

SECTION C

STATEMENT OF WORK

C.1. SCOPE

The Office of Chief Financial Officer (OCFO), on behalf of the Office of Financial Operations and Systems (OFOS) has a requirement for temporary support services on a temporary basis to augment OFOS' permanent staff to maintain an efficient operation.

C.2. BACKGROUND

C.2.1 The District, under the auspices of the District of Columbia Department of Human Resources (DCHR) has contracted with KPMG, LLP to assist in identifying present and past District Government Employees who were incorrectly coded in a retirement plan. The Office of Pay and Retirement Services (OPRS) will assist in this endeavor by coordinating with the Federal Office of Personnel Management (OPM), the Social Security Administration (SSA), the Internal Revenue Service (IRS), the District of Columbia Retirement Board (DCRB), and the Office of the Chief Financial Officer (OCFO), Office of Finance and Treasury and agencies for final resolution. This will include placing individuals in the correct retirement plan, providing appropriate years of service, creating all supporting paperwork and reallocating funds to "make whole" each identified individual to the extent possible under law and statute.

C.3 REQUIREMENTS

C.3.1 The Contractor shall provide temporary personnel services as defined in Section C Requirements.

- (a) The Contractor shall sign a Confidentiality and Non-Disclosure Agreement (Attachment J.3) and provide the signed affidavit to the District;
- (b) The Contractor's Temporary Services employees shall sign a Confidentiality and Non-Disclosure Certification once selected to perform the duties as described in in Section C;
- (c) The Contractor shall certify that all applicants meet the requirement as defined in Section C;
- (d) The Contractor shall provide next day replacement personnel as deemed necessary by OFOS management; and
- (e) The Contractor shall provide evidence of background clearance to the District prior to placement of temporary staff at OFOS.

C.3.2 The Contractor shall provide personnel to perform the duties of the following positions:

- (a) Secretary II – Two People;
- (b) Receptionist – One Person; and
- (c) Human Resource Analyst – Three People.

C.3.3 The Contractor shall provide two (2) people for this position. The Contractor shall provide personnel to perform the duties of **Secretary II**

C.3.3.1 Qualifications

The Contractor shall provide resumes of the proposed personnel. The Contractor's provided personnel shall, at minimum, have the following qualifications:

- a) A high school diploma or equivalent with a minimum of two (2) years of experience in the field or related area;
- b) Ability to communicate effectively both orally and in writing to a variety of audiences;
- c) Ability to provide clerical support and work with highly confidential information in a large organization; and
- d) Ability to perform basic business applications Microsoft Outlook and Microsoft Suites (Word, Excel, Access, etc.).

C.3.3.2 Position Description

The Contractor's provided personnel shall, at minimum, be able to perform the following tasks and responsibilities:

- a) Screen telephone calls, visitors, and incoming correspondence;
- b) Respond to requests for information;
- c) Determine which requests should be handled by the director, appropriate staff member or other offices;
- d) Maintain supervisor's calendar, make appointments, and arrange meetings;
- e) Prepare routine non-technical correspondence;
- f) Review materials and documents for typographical accuracy and proper format;
- g) Update and maintain recurring internal reports, such as policy and procedures;
- h) Assemble background materials as directed;
- i) Attend meetings and record and report on the proceedings;
- j) Review outgoing and incoming materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained;
- k) File and collect information from the files or staff for routine inquiries on office program(s) or periodic reports, as directed; and
- l) Control mail and assure timely staff response.

C.3.4 The Contractor shall provide one (1) person for this position. The Contractor shall provide personnel to perform the duties of **Receptionist**

C.3.4.1 Qualifications

The Contractor shall provide resumes of the proposed personnel. The Contractor's provided personnel shall, at minimum, have the following qualifications:

- a) A high school diploma or equivalent with a minimum of two (2) years of experience in the field or related area;
- b) Ability to communicate effectively both orally and in writing to a variety of audiences;
- c) Ability to multi-task and work within high pressure environment provide clerical support and work with highly confidential information in a large organization;
- d) Excellent organizational and interpersonal skills; and
- d) Ability to perform basic business applications Microsoft Outlook and Microsoft Suites (Word, Excel, Access, etc.).

C.3.4.2 Position Description

- a) Answer phones and route call to specific individuals;
- b) Answer inquiries relating to OFOS
- c) Greet visitors warmly and make sure they are comfortable
- d) Call persons waiting for visitor and book them a room to meet
- e) Schedule meetings and conference rooms
- f) Coordinate mail flow in and out of office
- g) Collect and distribute packages and other mail
- h) Handles requests and complaints in calm and professional manner.
- i) Coordinate office activities.
- j) Arrange appointments/transportation.
- k) Send email and faxes.
- l) Perform basic bookkeeping, filing, and clerical duties.
- m) Prepare forms
- n) Take and relay messages.
- o) Update appointment calendars.
- p) Schedule follow-up appointments

C.3.5 The Contractor shall provide three (3) people for this position. The Contractor shall provide personnel to perform the duties of **Human Resource Analyst**:

C.3.5.1 Qualifications

The Contractor shall provide resumes of the proposed personnel. The Contractor's provided personnel shall, at minimum, have the following qualifications:

Temporary Support Services

- a) Minimum two (2) years from an accredited college or university in business administration, human resources management, finance, accounting, public administration or a related field;
- b) Minimum five (5) years of progressively responsible recent experience (within the last 7 years) working in a human resource, employee benefits environment one year of which should include administering retirement benefits.

C.3.6.2 Position Description

- a) Provides pension benefit estimates and performs benefit calculations, including retroactive payments for District and Federal employees in accordance with documented processes and procedures.
- b) Verifies that pension benefit applications are complete and accompanied by required documentation. Refers incomplete applications back to the appropriate government agency for certification and/or investigation.
- c) Verifies that CSRS applications are complete and that retirement contributions support the certification and/or investigation.
- d) Gathers and validates appropriate documentation and identifies areas requiring immediate Knowledge of employee benefits, qualified pension plans, laws and regulations governing same.
- e) Knowledge of the principles, practices and procedures of qualified retirement plans and their administration.
- f) Highly skilled in prioritizing and organizing high-volume work in a customer service-oriented environment. Must be detail oriented.
- g) Ability to perform business applications Microsoft Outlook and Microsoft Suites (Word, Excel, Access, etc.) and other support software used in the preparation of retirement computations, routine correspondence and payables.
- h) Strong financial, analytical, auditing, and research skills.
- i) Develop and test data bases and solve complex problems.

C.3.7 Work Guidelines for Temporary Employment Staff

- a) The Contractor shall provide the required quantity of personnel to perform temporary support for a tour of duty of 9:00 AM and 5:30 PM, Monday through Friday excluding holidays and days appointed by the Mayor. The personnel shall report to the Office of Financial Operations and Systems 1100 4th Street, SW, E800 Washington, DC 20024.
- b) The District reserves the right to adjust the tour of duty, within the hours outlined above, based on the needs of the OFOS. The District will not require the Contractor's personnel, to work a tour of duty exceeding eight (8) hours.
- c) The Contractor's personnel shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute unpaid breaks. The fifteen (15) minute breaks shall be taken one (1) in the morning and (1) in the afternoon.

Temporary Support Services

- d) The Contractor will be compensated for actual hours worked and mandatory training sessions by the Contractor's personnel which does not include morning, lunch and afternoon breaks.
- e) The Contractor shall ensure that all Contractor personnel providing temporary services attend all mandatory training sessions directed by the OCFO.
- f) The Contractor shall ensure that all Contractor personnel providing temporary services maintain professional behavior and adhere to the OCFO Code of Conduct, revised 2014 (Attachment J.4) and OCFO Dress Code Personnel Policies and Procedure Manual, Chapter VI Office Protocol Section 601 Dress Code (Attachment J.5) and which shall be provided to the Contractor upon contract award.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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.

SECTION E

INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES

E.1 INSPECTION

Inspection of all goods and services provided by the Contractor under this task order shall be performed by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1(b).

E.2 ACCEPTANCE

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

- E.2.1 Receipt of all equipment procured and configured as specified in Section C. Ownership of all procured equipment must be transferred from vendor to the OCFO within 30 days of receipt.

SECTION F
DELIVERABLES / PERFORMANCE

F.1 CONTRACT PERIOD

F.1.1. Base Paid Period. The base paid period shall begin on the date of the Contracting Officer's signature and end one (1) year thereafter.

F.1.2. *Options to extend.*

The District may extend the term of this contract for four (4) one-year option periods or fractions thereof. The District may exercise an option by written notice to the Contractor before expiration of the contract. The preliminary notice does not commit the District to an extension.

F.2 DELIVERABLES

All deliverables shall be submitted in accordance with the statement of work in Section C.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

(a) Contracting Officer

The Contracting Officer for this contract is:

Anthony A. Stover, CPPO
Contracting Officer
Office of the Chief Financial Officer
Office of Contracts
1100 4th Street SW Suite 610 East
Washington, DC 20024
Ph. # (202)-442-7122
Fax # (202)-442-6454
Email: Anthony.Stover@dc.gov

The Contracting Officer is the ONLY official authorized to legally bind the District or make changes to the terms and conditions of this contract. Only he or his designee can increase, decrease, extend or terminate this agreement. All other changes are unauthorized.

(b) Contracting Officer Technical Representative (COTR)

The COTR for this contract will maintain a close relationship with the Contractor and will ensure that the Contractor's work conforms to the day-to-day technical requirements of the contract. **It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.** The COTR is:

Vanessa Jackson
Office of Financial Operations and Systems
1100 4th Street SW, Suite E800
Washington, DC 20024
Phone: 202-442-8220
Email: Vanessa.Jackson@dc.gov

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.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

G.3.2 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3.3 To constitute a proper invoice, the Contractor shall attach to all payment request the invoice and all supporting documentation or information.

G.4 THE QUICK PAYMENT PROVISIONS

G.4.1 INTEREST AND PENALTIES TO CONTRACTORS

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 PAYMENTS TO SUBCONTRACTORS

G.4.2.1 The Contractor shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

- G.4.2.2 The Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.
- G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

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

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

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- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.
- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

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

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

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

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

- (d) The price to be paid by the Beneficiary to the subcontractor.
- H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.
- H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.
- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development and District of Columbia Auditor upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
 - (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.
- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.

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

H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises, no later than **December 18, 2015**. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;

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- v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

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

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

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

- (a) “Beneficiary” means a business enterprise that is the prime contractor or developer on a government-assisted project.

(b) “Government-assisted project” means:

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

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

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

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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

Each Offeror shall include in its proposal a complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Offeror. The Offeror 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

Proposal 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 Key Personnel

The Contractor shall assign to this contract the following key personnel:

- (a) Secretary II
- (b) Receptionist
- (c) Human Resource Analyst

The Contractor shall make no substitutions of key personnel unless the substitution is directed by the Contracting Officer (District) necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer immediately after the occurrence of any of these events. Resumes shall be submitted to the Contracting Officer for review by the District. The Contractor shall supply comparable qualified individuals to perform the work. All key personnel shall be approved by the District prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The contract will be modified to reflect any District approved changes of key personnel.

SECTION I
CONTRACT CLAUSES

I.1 CONTRACTS THAT CROSS FISCAL YEARS

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

I.2 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.5 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. 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.

I.6 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence: (1) Task Order, (2) the Contractor's Bid and (3) the Contractor's DC Supply Schedule contract.

SECTION J
ATTACHMENTS

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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

This Section K and the Bidder/Offeror Certification Form (Attachment J.1) must be completed and returned with all requested supporting documentation in order for a bid/proposal to be considered responsive to the solicitation.

K.1 AUTHORIZED OFFICERS

The Contractor shall list the names of persons authorized to negotiate on the Contractor's behalf in connection with this Invitation for Bids (list names, titles, and telephone numbers of the authorized negotiators):


Tasha Manzano Tel: 202-887-4747 Ext:105
Senior Director of Government Services

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Bidder must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Bidders with pending legal claims against the District are not automatically precluded from contract award. If Bidder does not have any pending legal claims against the District, please indicate this below.


Midtown Personnel Inc has no legal claims pending against the District.

The Contractor hereby certifies that the information provided above is true, correct and complete.

 07/09/18 Senior Director of Government Services
Signature Date Title

K.3 TERMS AND CONDITIONS CERTIFICATION

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, *without exception*.

 07/09/18 Senior Director of Government Services
Signature Date Title

**ATTACHMENT J.1
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: Midtown Personnel, Inc.		Solicitation #: CFOPD-18-D-033	
Address of the Principal Place of Business (street, city, state, zip code) 1130 Connecticut Ave, Suite 1101. Washington D.C. 20036.		Telephone # and ext.: 202-887-4747	Fax #: 202-887-4748
Email Address: tasha@themidtowngroup.com		Website: www.themidtowngroup.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
DBA	The Midtown Group	52-1645512	Active
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>			

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract? Yes 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? Yes 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? Yes 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? Yes 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? Yes 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? Yes 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. Yes 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? Yes 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? Yes No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: 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.

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:

Tasha Manzano Sr. Director, Federal Capture

[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

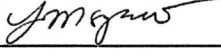
_____ EXCLUDED END PRODUCTS

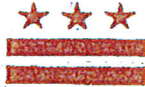
COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

I, [Tasha Manzano], 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]: Tasha Manzano		Telephone #: 202-887-4747	Fax #: 202-887-4748
Title: Sr. Director, Federal Capture	Email Address: tasha@themidtowngroup.com		
Date: 07/09/18			
<i>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.</i>			



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

DOING BUSINESS WITH INTEGRITY

Introduction

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

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

Environment of Trust

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

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

OCFO Code of Conduct for Employees

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

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

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

Confidentiality of Financial and Other Information

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

Bribery and Conflict of Interest

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

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

Gratuities

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

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

Other Gift Rules

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

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

Compliance with Contracting Rules and Regulations

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

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

Reporting Misconduct, Fraud, Waste and Abuse

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

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

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

OCFO Office of Integrity and Oversight

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

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

OCFO Confidential Hotline

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

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

District of Columbia Office of the Inspector General

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

ATTACHMENT J.3
Confidentiality and Non-Disclosure Affidavit

This Confidentiality and Non-Disclosure Affidavit (“Affidavit”) is entered into by Midtown Personnel (“Contractor”).

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

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

storage components is not possible, Contractor certifies that any such information, including any Federal Tax Information, remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

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

competent jurisdiction in the District of Columbia. The parties agree to waive any right to a trial by jury.

- (s) If any of the provisions of this Affidavit are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.
- (t) The OCFO will have the right to void the contract if the Contractor fails to provide the safeguards described above.

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

6. CRIMINAL/CIVIL SANCTIONS

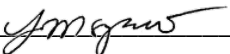
- (a) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person (including Contractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or

disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

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

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

CONTRACTOR:

By:  Date: 07/09/18

Name: Tasha Manzano

Title: Senior Director of Government Services

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



Code of Conduct

Revised February 2014

MESSAGE FROM THE CHIEF FINANCIAL OFFICER

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

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

The Code of Conduct emphasizes that:

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

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

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

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

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

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MISSION, VALUES AND ZERO TOLERANCE POLICY FOR MISCONDUCT

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

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

- Integrity
- Accountability
- Public Service

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

Responsibilities

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

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

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

Preamble

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

The Code imparts three fundamental values:

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

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

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

Questions and Advice

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

Notice of Non-Discrimination

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

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

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

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

I. WORKPLACE PROFESSIONALISM

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

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

Employees shall:

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

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

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

II. CONFIDENTIALITY

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

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

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

The following are examples of prohibited activities:

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

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

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

Safeguarding Sensitive Information and Reporting Its Theft or Loss

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

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

Receipt of Subpoenas, Summonses, and FOIA Requests

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

Contact with the Media

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

III. CONFLICT OF INTEREST

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

Conflict of Interest:

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

Below are some areas in which a conflict may arise:

Outside Employment and Outside Activities

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

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

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

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

Representation as an Agent or Attorney

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

Specific Prohibitions on Tax-Related Activities

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

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

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

Prohibition Concerning D.C. Government Public Auctions

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

Prohibitions Concerning the Purchase of D.C. Lottery Tickets

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

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

Disqualification from Certain Assignments

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

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

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

Post-Employment Restrictions

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

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

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

Federal Bribery and Conflict of Interest Laws

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

IV. OTHER ETHICAL CONSIDERATIONS

Surreptitious Tape Recordings in the Workplace

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

Duty to be Honest

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

Duty to File Returns and Pay Tax

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

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

Duty to Satisfy Just Financial Obligations

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

Requirement for Annual Integrity and Ethics Training

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

D.C. Office of Campaign Finance Disclosure Statement

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

OCFO Confidential Financial Disclosure Report (OCFO Form 450)

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

Gifts

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

Gifts From Outside Sources

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

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

This rule does not apply to

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

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

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

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

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

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

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

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

Gifts Between OCFO Employees

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

Gifts To Superiors

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

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

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

Gifts Between Employees

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

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

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

Recommending Professional Assistance

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

Cooperation with Official Inquiries

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

Use of Government Property and Official Time

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

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

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

Soliciting, Selling and Canvassing

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

Gambling, Betting, and Lotteries

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

Political Activities

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

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

V. ILLEGAL ACTIVITY

Controlled Substances and Intoxicants/Alcohol

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

Weapons

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

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

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

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

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

VI. RESTRICTIONS IN THE ACQUISITION OF GOODS AND SERVICES

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

Use of Government Credit Cards

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

Requirement of a Valid Written Contract

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

Anti-Deficiency Act Requirements

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

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

VII. REPORTING MISCONDUCT AND OTHER VIOLATIONS

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

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

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

Reporting Bribe Attempts and Gratuities

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

Reporting Management Issues and Serious Program Incidents

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

How to Report Misconduct and Other Violations

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

Office of Integrity and Oversight

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

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

OCFO Hotline

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

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

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

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

VIII. POINTS OF CONTACT ON CODE OF CONDUCT ISSUES

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

CHAPTER VI. OFFICE PROTOCOL

601 Employee Dress Code

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