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#### **SECTION B**

#### PRICE SCHEDULE

#### **B.1 GENERAL INFORMATION**

The Office of Chief Financial Officer (OCFO), on behalf of the Office of Tax and Revenue (OTR), Customer Service Administration (CSA) requires a Contractor to provide Temporary Support Services on a temporary basis to augment OTR's permanent staff to maintain an efficient operation to best serve District residents.

#### **B.2 CONTRACT TYPE**

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

#### **B.3** RESERVED

#### **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**

CLI	N ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
001	Customer Service Representative	Hour	\$ <u>27.09</u>	10,400	\$ <u>281,736.00</u>

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# **B.5.2 OPTION YEAR 1**

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE		TOTAL NOT TO EXCEED
101	Customer Service Representative	Hour	\$ <u>27.09</u>	10,400	\$ <u>281,736.00</u>

# **B.5.3 OPTION YEAR 2**

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE	ESTIMATED QUANTITY	TOTAL NOT TO EXCEED
201	Customer Service Representative	Hour	\$ <u>27.36</u>	10,400	\$ <u>284,544.00</u>

# **B.5.4 OPTION YEAR 3**

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE		TOTAL NOT TO EXCEED
301	Customer Service Representative	Hour	\$ <u>27.36</u>	10,400	\$ <u>284,544.00</u>

# **B.5.5 OPTION YEAR 4**

CLIN	ITEM DESCRIPTION	UNIT	FIRM FIXED UNIT PRICE		TOTAL NOT TO EXCEED
401	Customer Service Representative	Hour	\$ <u>27.63</u>	10,400	\$ <u>287,352.00</u>

# B.5.6 Summary

Period of Performance	Totals
B.3.2 Base Year	\$ <u>281,736.00</u>
B.3.3 Option Year One	\$ <u>281,736.00</u>
B.3.4 Option Year Two	\$ <u>284,544.00</u>
B.3.5 Option Year Three	\$ <u>284,544.00</u>
B.3.6 Option Year Four	\$287,352.00
B.3.7 Grand Total	\$1,419,912.00

#### **SECTION C**

#### STATEMENT OF WORK

#### C.1. SCOPE

The Office of Chief Financial Officer (OCFO), on behalf of the Office of Tax and Revenue (OTR), Customer Service Administration (CSA) requires a Contractor to provide Temporary Support Services on a temporary basis to augment OTR's permanent staff to maintain an efficient operation to best serve District residents.

#### C.2. BACKGROUND

- C.2.1 The Office of Tax and Revenue (OTR), under the Chief Financial Officer (OCFO) for the Government of the District of Columbia is in charge of the Customer Service Administration (CSA). CSA is responsible for responding to District taxpayer inquiries regarding various issues such as the status of tax refunds, account status, payment agreements, tax forms and taxpayer bills. In addition, CSA provides staff assistance with income tax preparation and business tax registration.
- C.2.2 Temporary personnel support services are needed to augment the permanent staff during high-volume periods such as tax season to maintain an efficient operation to best serve the taxpaying public.
- C.2.3 Current data indicates that CSA responds to over 230,000 telephone calls, 33,000 pieces of correspondence and services 38,000 customers in its Taxpayer Walk-In Center. This high volume of customer interaction requires the use of temporary staff to support current CSA staff efforts to maintain an efficient and responsive customer service operation. This is especially critical during what seems to be a never-ending tax season. A lack of sufficient staff to meet the needs and demands of the taxpaying public will no doubt adversely impact CSA's ability to provide timely and quality customer service. This in turn will likely result in an increase in taxpayer complaints and ultimately affect the taxpaying public's image of the Office of Tax and Revenue. Consequently, the engagement of a contractor to provide temporary staffing services is critical to fulfilling the overall mission of the Office of Tax and Revenue's Customer Service Administration.

## C.3 REQUIREMENTS

- C.3.1 The Contractor shall provide personnel for temporary employment 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 Section C.3 Qualifications and C.3.4 Position Description;

- c) The Contractor shall certify that all applicants meet the requirement as defined in Sections C.3.3 Qualifications and C.3.4 Position Description of this document;
- d) The Contractor shall provide next day replacement personnel as deemed necessary by CSA management; and
- e) The Contractor shall provide evidence of background clearance to the District prior to placement of temporary staff at OTR, CSA.
- C.3.2 The Contractor shall provide the following estimated quantity of personnel for the contract term for CSA:

# C.3.2.1 Base Period and Option Years

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
5	5	5	5	5	5	5	5	5	5	5	5

## C.3.3 Qualification

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 research and interpret tax laws, regulations and policies; and
- d) Ability to perform basic business applications Microsoft Outlook and Microsoft Suites (Word, Excel, Access, etc.).

#### **C.3.4** Position Description

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

- a) Provide assistance and information to taxpayers on all business, income and real property taxes and related fees;
- b) Answer inquires to basic business registration, income and real property via telephone and written correspondence;
- c) Research, establish and update all business tax accounts via an online system;
- d) Review and adjust business registration, real property and income tax accounts which require correction and/or refunds;

- e) Receive and control business and income undeliverable refund checks;
- f) Receive and process requests for waivers of penalties and interest on select accounts;
- g) Input and update existing database accurately;
- h) Determine and register applicable tax liabilities for all taxes and fees administered by OTR;
- i) Receive and respond to general correspondence pertaining to business, income, real property and other related taxes and fees;
- j) Research and prepare response for management signature;
- k) Track and maintain data necessary for production reports, and
- 1) Input and update existing database accurately.

#### C.3.5 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 8:00 AM through 6:00 PM, Monday through Friday excluding holidays and days appointed by the Mayor. The personnel shall report to the Office of Tax and Revenue, Customer Service Administration 1101 4<sup>th</sup> Street, SW, 2<sup>nd</sup> Floor 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 CSA. 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.
- 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 District may offer work on Saturday, but will not be required.
- f) The Contractor shall ensure that all Contractor personnel providing temporary services attend all mandatory training sessions directed by the OCFO.
- g) 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 Manuel, Chapter VI Office Protocol Section 601 Dress Code (Attachment J.5) and which shall be provided to the Contractor upon contract award.

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#### **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 <u>INSPECTION</u>

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

### E.1.2 Inspection of Supplies

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

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

Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

### E.1.3 Inspection of Services

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

#### **E.2 ACCEPTANCE**

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

## **E.3** WARRANTY OF SERVICES

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

## E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
  - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

#### **SECTION F**

#### **DELIVERABLES / PERFORMANCE**

# F.1 TERM OF CONTRACT

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

## F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four (4), one-year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B of the contract.

## F.3 <u>DELIVERABLES</u>

- F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with Section C.
- F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

#### **SECTION G**

#### **CONTRACT ADMINISTRATION 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 <u>ONLY</u> 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:

Valerie Lucas-Green Office of the Chief Financial Officer Customer Service Administration 1101 4th Street, SW, 4<sup>th</sup> Floor Washington, DC, 20024 Telephone: (202) 442-6786

Email: Valerie.Lucas-Greene@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 30<sup>th</sup> 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 <a href="www.vendorportal.dc.gov">www.vendorportal.dc.gov</a> 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.

- (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. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
  - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
  - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
  - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
  - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;

- v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
- vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
- vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
- viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and http://dslbd.dc.gov, in recruiting qualified certified business enterprises; and
- ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.
- H.3.13 In additional to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:
  - (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
  - (b) A summary of the market research or outreach conducted to analyze the relevant market; and
  - (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.
- H.3.14 For purposes of this Section H.3, the term:
  - (a) "Beneficiary" means a business enterprise that is the prime contractor or developer on a government-assisted project.

- (b) "Government-assisted project" means:
- i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
- ii. A project funded in whole or in part by District funds;
- iii. A project that receives a loan or grant from a District agency;
- iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds:
- v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
- vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).
- H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

#### H.4 WARRANTIES

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

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

# **H.5** Disclosure of Litigation

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:

Customer Service Representatives

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 Proposal and (3) the Contractor's DC Supply Schedule Contract Number CW27215.

# **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
J.6	District of Columbia Supply Schedule Contract Number CW27215

# **SECTION K**

# REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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.

PENDING LEGA	AL CLAIMS AGA	AINST TH	[E D]	ISTRICT
claims includes, bactions such as coand any other typ pending legal claaward. If Offero indicate this below	out is not limited to ontract appeals or p e of action (court ims against the Di or does not have a v.	o, Federal a protests, cla or administ istrict are r any pending	and Daims trative trative and all general legs	as against the District. Pendin District court litigation, administror money damages from the District. Offeroutomatically precluded from cal claims against the District,
		Date		Trivi
				Title

# BIDDER/OFFEROR CERTIFICATION FORM

	COMP	LETION			
The person(s) completing this form	n must be knowledgeable about the bidder's/offer				
Every question must be answered. proprietors may use a Social Secur	RESP( Each response must provide all relevant informa ity number but are encouraged to obtain and use	ONSES  tion that can be obtained within the limits o a federal Employer Identification Number (I	f the law. Individuals and sole		
of the section or attach additional	sheets with numbered responses. Include the bide	der's/offeror's name at the top of each attache	ed page.		
This forms a subside Control (4)		STRUCTIONS			
	is. Section I concerns the bidder's/offeror's response; and Section IV requires the bidder's/offeror's		red certifications; Section III relates to		
		ESPONSIBILITY CERTIFICATION			
current or former owners, partnet bidder's/offeror's business certific status. Part 7 requires the bidder/ Information Act (FOIA).	n I contains eight (8) parts. Part 1 requests informs, directors, officers or principals. Part 3 relatestates and licenses. Part 5 inquires about legal proof offeror to agree to update the information proverses.	s to the responsibility of the bidder's/offeror roceedings. Part 6 relates to the bidder's/o	or's business. Part 4 concerns the fferor's financial and organizational		
PART 1: BIDDER/OFFEROR					
Legal Business Entity Name: Mb S	tatting Services LLC	Solicitation #: CFOPD-18-D-013			
Address of the Principal Place of B Jersey Avenue NW Suite 220 V	Susiness (street, city, state, zip code) 601 New Washington, DC 20001	Telephone # and ext.: 202 842 0181	Fax #: <b>202 842 5811</b>		
Email Address: mbeale1@mbstaff	fing.com	Website: www.mbstaffing.com			
Additional Legal Business Entity lostatus (active or inactive).	dentities: If applicable, list any other DBA, Trade	Name, Former Name, Other Identity and E.	IN used in the last five (5) years and the		
Type:	Name:	EIN:	Status:		
		111111111111111111111111111111111111111			
		i julia julia	M Julie Ella		
1.1 Business Type (Please check th	le appropriate box and provide additional informa	ation if necessary.):			
Corporation (including PC)		Date of Incorporation:			
☐ Joint Venture		Date of Organization:			
Limited Liability Company (L	LC or PLLC)	Date of Organization: 07/14/2003			
Nonprofit Organization		Date of Organization:			
Partnership (including LLP, Ll	P or General)	Date of Registration or Establishment:	Jalan Jan I ee		
Sole Proprietor	100	How many years in business?:			
Other		Date established?:	Ciles Cutto		
f "Other," please explain:	e In				
	ess formed or incorporated in the District of Colu		✓ Yes □ No		
f "No" to Subpart 1.2, provide the j he applicable jurisdiction and a cert	urisdiction where the bidder's/offeror's business v tified Application for Authority from the District,	vas formed or incorporated. Attach a Certifi or provide an explanation if the documents	cate or Letter of Good Standing from are not available.		
State		Country			
provided in Subpart 1.2). If the bide either:	District of Columbia license, registration or certific der/offeror is not providing a copy of its license, re- eccessary license, registration or certification prior	egistration or certification to transact busine	aw to obtain (other than those ss in the District of Columbia, it shall		
b) Explain its exemption from the					
PART 2: INDIVIDUAL RESPON					

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Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the governmen corrective action(s) taken and the current status of the issue(s).	t entity involved, any remedial or
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position invo	ahad in the administration of for Ja
currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on b government entity:	schalf of the bidder/offeror with any
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	Yes V No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	Yes No
2.3 Been proposed for suspension or debarment?	Yes 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?	Yes ✓ 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:	☐ Yes ☑ 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?	Yes V 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?	
	☐ Yes ☑ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☑ 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?	Yes V 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:	☐ Yes ☑ 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?	☐ Yes ☑ 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?	☐ Yes ☑ 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?	☐ Yes ☑ 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?	☐ Yes ☑ 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?	Yes V No
Please provide an explanation for "Yes" in Subpart 4.1.	Horas Barra Harris
42 Places are side a constitution of the hidder of the Pinetic CO. L. 11 CO. C. T. 12 C. T. 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?	☐ Yes ☑ 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 issue(s).	e lien(s) and the current status of the
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?	Yes V No

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5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☑ 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 cor status of the issue(s).	rective action(s) taken and the current	
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	d 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 "pending" or "closed".	s of the proceedings as "initiated,"	
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/offer status of the tax liability.	ror failed to file/pay and the current	
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 a taken and the current status of the issue(s).	any remedial or corrective action(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 taken and the current status of the issue(s).	I any remedial or corrective action(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 corr status of the issue(s).	ective action(s) taken and the current	
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 V No	
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial current status of the issue(s).	or corrective action(s) taken and the	
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 § update any response provided in Section I of this form during the term of this contract:	2-353.02), the bidder/offeror shall	
(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)		

(Last updated: June 24, 2013)

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	Yes ✓ No	
whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)		
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 of	contract.	
1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person by clause 13.)	n listed, attach the affidavit require	
(a)		
e tog try try try try try try try		
= le d (addi Jahr Jahr Jahr Jahr Jahr Jahr Jahr Jahr		
(b)		
1 H11 1000 SHIH SHIH SHIFT (H10) SHIH SHIFT		
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 consultat	ion, 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 competitor before bid/proposal opening unless otherwise required by law; and	y, to any other bidder/offeror or	
(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 restricting competition.	a contract for the purpose of	
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, a 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 part any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:	icipated, and will not participate, in	
Michael Anthony Beale		
[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 v contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and	vill not participate, in any action	
(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a	ı)(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	nt setting forth in detail the	
circumstances of the disclosure.		
PART 3: EQUAL OPPORTUNITY OBLIGATIONS		
3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapcomply with them while performing this contract.	oter 11 of the DCMR, and agree to	
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 S	ource 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 aw	arded 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 gran the District government.	t or otherwise, is administered by	
and a south Bo commodification		

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

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		
E	EXCLUDED END PRODUCTS	
	COUNTRY OF ORIGIN	
SEC	CTION IV. CERTIFICATION	
Instruction for Section IV: This section must be completed by all bid		se certifications, hereby certify that the
information provided in this form is true and accurate.  Michael Anthony Beale	Telephone #: 202 842 0181	Fax #: 202 842 5811
Michael Annay Bealo		
Title: President	Email Address: mbeale1@mbst	affing.com
Date: 1/4/2018		ting the state
The District of Columbia government is hereby authorized to veri statements is a fine of not more than \$1,000.00, imprisonment for no swearing is a fine of not more than \$2,500.00, imprisonment for	ot more than one year, or both, as prescribed in D	D.C. Official Code § 22-2514. Penalty for false

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# 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 <a href="https://www.cfo.dc.gov">www.cfo.dc.gov</a>. 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 <a href="https://www.cfo.dc.gov">www.cfo.dc.gov</a>. 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.

Doing Business With Integrity
Page 4 of 4

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 4<sup>th</sup> 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: <a href="www.cfo.dc.gov">www.cfo.dc.gov</a>. 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 <a href="https://www.ocfo.ethicspoint.com">www.ocfo.ethicspoint.com</a>.

### 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 <a href="https://www.oig.dc.gov">www.oig.dc.gov</a>.

This document was prepared by the Office of Integrity and Oversight, Office of the Chief Financial Officer (Revised May 2010)

#### ATTACHMENT J.3

### Confidentiality and Non-Disclosure Affidavit

This	Confidentiality	and	Non-Disclosure	Affidavit	("Affidavit")	is	entered	into	by	
("Cor	ntractor").									

- 1. The Contractor and the Office of Chief Financial Officer of the District of Columbia ("OCFO") have entered into contract \_\_\_\_\_\_, 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:
Name:	
Title:	

### 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: <a href="https://www.bega-dc.gov">www.bega-dc.gov</a>. 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: <a href="https://www.osc.gov">www.osc.gov</a>. OCFO employees may also contact the OCFO Ethics Officer for quidance 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.

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



March 25, 2014

Michael Beale President Mb Staffing Services, LLC. 819 7<sup>th</sup> Street, NW Washington, DC 20001

Notice of Award

Re: Temporary Support Services Contract No. CW27215

Dear Mr. Beale:

Congratulations! You have been awarded a District of Columbia Supply Schedule contract for **Temporary Support Services.** 

We look forward to working with you. As a business partner of the Office of Contracting and Procurement, you may identify your firm as a DC Supply Schedule Contractor, to all District agencies. This award may not be used in any advertising as an expressed or implied endorsement by the District Government, for products, services, or any other purposes.

We would like to call your attention to Attachment B, Terms and Conditions, Paragraph 1, Sales Discounts, and Paragraph 2, Quarterly Sales Report. You are required to report all sales activity under this contract to the Office of Contracting and Procurement within 30 days, after the end of each fiscal quarter. Sales activity reports are required, if your firm did not have any recorded sales during a period. Please visit our website (ocp.dc.gov) for requirement clarification.

Once again, Congratulations! Should you have questions or concerns, please contact Alisha Wright, Contract Specialist with District of Columbia Supply Schedule at (202) 727-5801.

Sincerely.

Sanaz Ethanan Contracting Officer

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AWARD/CONTRACT				1. Caption - CBE Market					Page	1 of 17				
Contract Number					CBE Set-Aside									
				4. Solicitation/Requisition/Purchase Request/Project No.										
CW27215 See Block 20C.					DCSS-2006-R-96130-00									
5. Issued By: Code   Office of Contracting and Procurement					6. A	dministe	red by (	(If other	r than li	ne 5)				
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44	1-4 <sup>th</sup> S	treet, NW, Suite 700	- South											
Wa	ashingt	on, DC 20001												
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Wa	ashing	ton, DC 20001						30 day		to the				
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agrees	to furni	sh and deliver all items, po	erform all the service	ces set	forth or									
stated	otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be				shall be	consummates the contract which consists of the following documents: (a) the								
subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and				Overnment's solicitation and all terms and conditions thereto (b) your offer and										
specifi	cations, a	s are attached or incorporate	d by reference herein	. (Atta	achments	(c) this award/contract. No further contractual document is necessary								
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President				Contr			cer							
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### SECTION 1

# STATEMENT OF THE STATE OF THE STATEMENT OF THE STATEMENT

### 1.1 DESCRIPTION

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

### 1.2 CONTRACT TYPE

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

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

# 1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

The Contractor has adopted the price list of the following federal multiple award contract:

Federal Schedule No.: 736

Federal Schedule Contract No.: GS-07F-0036N Federal Contractor Name: ConTemporaries, Inc.

## 1.4 REQUIRED CBE INFORMATION

The Contractor's Certified Business Enterprise (CBE) Certification number is LSDZR10975112015

# 1.5 ORDERING LIMITATIONS AND INFORMATION

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

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

### 1.6 PRICING

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the pricing letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$950,000.00

### 1.7 NIGP CODE DESIGNATION

The designated NIGP Code for this procurement is:

96130-00, Temporary Support Services

The Contractor meets the requirements of Section 2 of the solicitation and is certified under the Department of Small and Local Business Development (DSLBD) for the aforementioned NIGP Code Category.

### 1.8 TERM OF CONTRACT

- a. The Contractor shall provide temporary support services for the term of the contract which shall be for a period of one base year and four (4) one-year option periods from the date of award specified on the cover page of the contract.
- b. The Contractor shall honor the pricing of the GSA Contract referenced in section 1.3 for the base year and each of the four (4) one-year option periods.

### 1.9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.

c. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws, is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.

#### **SECTION 2**

# DECEMBER OF THE PROPERTY OF TH

### 2.1 SCOPE: TEMPORARY SUPPORT SERVICES

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies has established a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule) for <u>Temporary Support Services</u>.

**2.2 TYPE OF SERVICES** – This contract excludes Information Technology (IT) related Consulting Services.

This IDIQ contract is intended to provide District agencies with a temporary solution to augment staffing needs. The contract includes, but is not limited to the following occupational categories:

# ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS

Administrative Clerk, Accounting Clerk I – IV, Court Reporter, Motor Vehicle Dispatcher, Document Preparation Clerk, Messenger (Courier), Duplicating Machine Operator, Film/Tape Librarian, General Clerk I – IV, Housing Referral Assistant, Key Entry Operator I – II, Order Clerk I – II, Personnel Assistant (Employment) I – IV, Production Control Clerk, Rental Clerk, Secretary I thru V, Service Order Dispatcher, Stenographer I – II, Switchboard Operator-Receptionist, Test Examiner, Test Proctor, Travel Clerk I – III, Word Processor I – III, Maintenance Scheduler, Survey Worker (Interviewer).

#### TECHNICAL AND PROFESSIONAL OCCUPATIONS

Cartographic Technician, Computer Based Training (CBT), Specialist/Instructor, Civil Engineering Technician, Drafter I – IV, Engineering Technician I –VI, Environmental Technician, Graphic Artist (Designer), Paralegal/Legal Assistant I – IV, Instructor, Laboratory Technician (Laboratory Tester), Technical Writer, Attorney.

End of Scope

### **SECTION 3**

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### 3.1 CONTRACT TYPE

This DC Supply Schedule contract is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Delivery or performance shall be made as authorized by individual delivery orders (DOs) for supplies and equipment or task orders (TOs) for services.

### 3.2 TERM OF CONTRACT

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

### 3.3 OPTION PERIOD

The District may extend the term of this contract by exercising up to <u>four (4)</u>, one-year, option periods.

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

# 3.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

### 3.5 DELIVERABLES

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

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/ME DIUM		
96130	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 <sup>th</sup> day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions, Paragraph 2		
96130	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26		

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

### 3.6 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is \$950,000.00.
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

# 3.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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

### **SECTION 4**

# <u>Apatemotera inataminata kapatamataka</u>

### 4.1 INVOICE PAYMENT

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

### 4.2 INVOICE SUBMITTAL

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

# 4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in subsection 20e of the DCSS Terms and Conditions.
- (b) No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### 4.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of ass	signment dated _	N/A
make payment of this invoice to	N/A	
	(name and addres	s of assignee)

# 4.5 CONTRACTING OFFICER (CO)

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

Sanaz Etminan
Contracting Officer
Office of Contracting and Procurement
441 4<sup>th</sup> St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 724-3938
Email: sanaz.etminan2@dc.gov

# 4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

DC Supply Schedule Contract No.: CW27215 Office of Contracting and Procurement Page 9 of 17 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

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

# 4.7 CONTRACTING ADMINISTRATOR (CA)

The CA shall be:

Cathy Ruth
Contract Administrator
Office of Contracting and Procurement
441 4<sup>th</sup> Street, NW; Suite 700S
Washington, DC 20001
Phone: (202) 724-5217
Email: cathy.ruth@dc.gov

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

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

### 4.8 QUICK PAYMENT ACT

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

### 4.8.1 Payments to Subcontractors

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- 4.8.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
  - a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.
- 4.8.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- 4.8.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### 4.8.5 Flow down Requirements for Subcontractors

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

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

- 4.9.1 The Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- 4.9.2 The Contractor shall pay its employees and subcontractors who perform services

- under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- 4.9.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- 4.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at <a href="https://www.ocp.dc.gov">www.ocp.dc.gov</a>.
- 4.9.5 The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice in a conspicuous place in its place of business. The Contractor shall include in any subcontract for 15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- 4.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- 4.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
- 4.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
  - 1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - 2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - 6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - 7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government

- assistance from the District;
- 8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- 9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- 4.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

### **SECTION 5**

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

- 1. Contract Number: CW27215
- District of Columbia Supply Schedule Terms and Conditions, February 2010.
- 3. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007.
- Wage Determination 2005-2103 Rev. No. 13 Dated 06/13/2013.
- 5. Living Wage Act of 2006 Notice.
- 6. Living Wage Act Fact Sheet.

The following documents are incorporated into the contract:

### List of Attachments

1. Pricing, Attachment A.

DC Supply Schedule Contract No.: CW27215

### **SECTION 6**

### AND AND EXPLOYED FOR STANDING TO THE PROPERTY OF THE PROPERTY

6.1	BU	JY AMERICA	N CERTIFICATION	
	Co	ow, is a domes ntract Provision	stic end product (as definate, "Buy American Act")	end product, except the end products listed ned in General Provisions 23 of the Standard , and that components of unknown origin are or manufactured outside the United States.
	_1	N/A		N/A
	C	OUNTRY OF C	PRIGIN	EXCLUDED END PRODUCTS
6.2	DIS	STRICT EMPI	LOYEES NOT TO BEN	TEFIT CERTIFICATION
		Each applic	ant shall check one of the	e following:
		X	No person listed in C will benefit from this	lause 13 of the Standard Contract Provisions contract.
s s			contract. For each p	(s) listed in Clause 13 may benefit from this erson listed, attach the affidavit required by ard Contract Provisions.
i.3			ESS ORGANIZATION checking the applicable b	OV represents that
	(a)	It operates as a corp _X a limi an ind a parts	s: poration incorporated und ted liability company lividual, nership profit organization, or	er the laws of the State of DC
	(b)	If the Contract	ctor is a foreign entity, it	operates as:

DC Supply Schedule Contract No.: CW27215 an individual a joint venture, or

a corporation registered for business in

(Country)

### 6.4 AUTHORIZED NEGOTIATORS

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

Names:

Michael Beale

Titles:

President

Telephone:

(202) 842-0181

### 6.5 WALSH-HEALEY ACT

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

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

DC Supply Schedule Contract No.: CW27215

### **SECTION 7**

### MODALHRAMATICATARDEACHRAINAGA

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

DC Supply Schedule Contract No.: CW27215 (音声) 智慧 医肾期的



March 24, 2014

Sanaz Etminan
Contracting Officer
Office of Contracting and Procurement
DC Supply Schedule
441 – 4<sup>th</sup> Street N.W., Suite 700 South
Washington, D.C. 20001

RE:

Solicitation No. DCSS-2006-R-96130-00

Contract No. CW27215

Caption: Temporary Support Services

Dear Ms. Etminan:

Mb Staffing Services LLC agrees to the pricing submitted with its District of Columbia Supply Schedule (DCSS) application to provide: Temporary Support Services based on GSA Federal Supply Schedule Services contract number GS-07F-0036N Modification Number PS-0009.

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

Please feel free to call me if you have any questions, I can be reached on (202) 842-0181.

I am thanking you in advance for your co-operation and your consideration on this matter.

Sincerely,

Michael Anthony Beale

President

	TOP I THE ELECTRICATE HOLDER FROM THE			til skevinision				
01011	Accounting Clerk I	Performs very simple and routing derical operations, such as, recognising and comparing easily identified numbers and codes on supervisor's attention. Supervisor's attention. Supervisor's attention. Supervisor's attention. Supervisor's attention. Supervisor gives clear and detailed instructions for specific assignments. Employee refers its supervisor all matters not covered by instructions. Work is closely controlled and reviewed in detail for socuredy, and adherence to instructions.		29.81	US\$	962-69-00	NA	
01012	Accounting Clerk II	Performs one or more routine accounting clerical operations, such as: externing, verifying, and correcting accounting transactions to insure completaness and accounts; of data and proper identification of accounts, and checking that expenditures will not exceed obligations in specified accounts; totaling, balanchg, and reconciling collection vouchers; posting data to transaction sheets where employee identifies proper accounts and items to be posted; and coding documents in accordance with a chart (fisting) of accounts. Employee follows specific and detailed accounting procedures. Completed work is reviewed for accuracy and complance with procedures.	-	32.86	ns\$	962-69-00	N/A	
01013	Accounting Clerk III	Uses a incowledge of double entry bookkeeping in performing one or more of the following: Rosts actions to journals, identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; reviews computer principle against manually maintained powers, debeting and correcting and revenients to adjust accounting classifications and other data; or reviews lists of transactions rejected by an automatic systam, determining reasons for rejections, and preparing necessary correcting material. On routine assignments, employee selects and applies established procedures and botherques. Detailed instructions are provided for difficult or reussual assignments, employee selects and applies established procedures and botherques. Detailed instructions are provided for difficult or reussual assignments. Completed work and methods used are reviewed for technical accuracy.	-	41.47	\$SN	962-68-00	MA	
01020	Administrative Assistent	Performs a variety of administrative functions. Schedules appointments, gives information to callers, and takes dictation. Composes memos, transcribes notes, and researches and orestes presentations. Generatise reports, handles multiple projects, and prepares and monitions invokes and expanse reports. May assist with compiling and developing the annual budget. Requires a high school diploma with 0.2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Refes on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Typically reports to a supervision or manager.	-	56.07	ns\$	962-89-00	N/A	
								~
01070	Document Preparation Clerk	Prepares documents such as brochures, books, periodicats, catalogs, and particibles for copying or photocopying, photographic, and other reproducting office machine. Cuts documents into individual pages of standard size and format when allowed by margin space, using paper cutter or rezzo finite. Reproduces document pages as necessary to improve clarity or to reduce one or more pages this single page of standard size for copying machine being used, using photocopying mediane. Sizems standard symbols on neges or inserts instruction cards between pages of material to nority Duplicating Machine Operator of special handling, such as members on pages or inserts instruction cards procedure. Prepares cover sinest and chocument folder for material, and index card for organization's files indicating information, such as organization's name and address, subject or product category, and index code to identify material. Inserts material to be copied in document folder, and files fielder for processing excording to index code and copying priority schedule.	-	28.51	%S/n	962-69-00	NA	
01090	Duplicating Machine Operator	Prepares documents such as brochurae, books, periodicals, catalogs, and paraphlets for copying or photocopying, photographic, and diher reproducing office machine. Cuts documents into inclindual pages of standard size and format when allowed by margin spaces, using paper cutter or rezor knife. Reproduces document pages as necessary to improve clarity or to reduce one or more pages into siring paper cutter or rezor knife. Reproduces document pages as necessary to improve clarity or to reduce one or more pages and page of barbards and pages of material being used, using protocopying machine. Stamps standard symbols on pages or inserts instruction cards between pages of material to notify Duplicating Machine Operator of special handling, such as menual repositioning during copying procedure. Prepares cover sheet and document folder for material, and index code to organizations files indicating information, such as organization's name and address, subject or product catagory, and index code to Identify material, inserts material to be copiled in document folder; and files bidder for processing according to index code and copying priority schedule.	-	28.51	ns <b>\$</b>	962-69-00	NA	
01111	General Clerk 1	Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing precoded documents in a chronological file or operating office equipment, e.g., mimeograph, photocopy, addressograph or mailing machine.	-	29.59	US\$	962-69-00	N/A	
01112	General Cierk II	Follows a number of specific procedures in completing several repetitive derical staps performed in a prescribed or slightly varied sequence, such as coding and fifting documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, unining mail through melering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task;	-	31.77	\$SN	962-69-00	N/A	
					Annual Property and Property an	-		

Mb Staffing Services LLC Schedule GS-07F-0036N Modification No. PS-0009

N/A	N/A	N/A	. N/A	N/A	N/A	N/A	N/A	N/A
962-69-00	962-69-00	962-89-00	962-69-00	962-69-00	962-89-00	962-69-00	962-69-00	962-89-00
ns\$	\$SO	US\$	\$\$	ns\$	<b>\$</b> \$0	\$SN	ns\$	<b>\$</b> \$\$Ω
35.77	28.79	30.89	46.28	33.66	36.99	29.97	32.18	34.83
-	<b>+</b>	-	-	-	-	-	-	-
Work requires a familiarity with the terminology of the office unit Selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerkost steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.	Operates a data entry device to record or verify a variety standard and/or complex coded or encoded business and statistical source data into a computer. Requires a high school diploma or its equivalent with 0-3 years of experience in the field or related field. Has knowledge or community-used concepts, predices and procedures within a particular field. Relies on instructions and presestablished guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typelically require excersing independent jugidment. Typically reports to a supervisor or manager.	Collects, reviews and inpute data into a computer processing system; andits output data. May be expected to code data and input data from computer processing, identifies and reactives production related errors. Maintains and revises procedural lists, control records and coding stemans to process source data. Requires a high school diplome or its equivalent and 2-5 years of experience in the field or in a related sea. Familiar with standard concepts, practices and procedures within a particular field. Relies on limited experience and judgment to plant and accomplets goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor. A certain degree of creativity and latitude is required.	This position provides housing information to an organization's employees moving to a new location. The Housing Referral Assistant will contact individuals or organizations such as landinds, real estates agents, mobile home dealers, traiter court managers and Chambers of Commerce by phone. May correspond to obtain Satings of rental or sale properties, future housing prospects, and to develop a working membraneshay him the housing netural serial expects compiling housing lists of results prosperty and properties to purchases. Perfoldically the Housing Referral Assistant communicates with contacts to use less less than property owners comply with the nondiscriptination policy, and counteds applicants with organizations, expected circumstances, e.g. medical or finencial hindships, and availability of housing that will meet applicants' needs, Job tasks include: providing information regarding community services, searches files, makes believing and referrals, providing information regarding locations, owners, agents, price ranges, barns and other related information.	Job tasks include: providing information regarding community services, searches files, makes blephone calls and referrals, providing information negarding becalous, owners, agents, price ranges, losens and other related information. The fousing federral Assistant mentains daily records of office activities (including number of applicants, number of applicants placed, and agents solicited or listed), schedules appointments for housing inspectors, prepares reports as required, and replies to complaints, investigations and intera of inquiry.	The Medical Record Technician (Medical Record Administrator) maintains medical records of hospital and clinic patients, reviews medical records for complete medical care and census data frocods for complete medical care and census data for statistical reports, and maintains indiases on patient, diseases, operation, and other categories. The Medical Record Technician clinical records and record record feeling or directs Medical Record Clerk to file, patient records, maintains flow of medical records and reports to departments, and may assist medical staff in special studies or research.	Handles orders involving items which have readily identified uses and applications. May refer to a celatiog, manufacturer's manual or shriften document to insure that proper item is supplied or to verify price of ordered item.	Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will safsly the customer's needs, or detarmating the price to be quoted when pricing involves more than merely referring to a price list or making learne simple mathematical excludions.	Perform routine tests which require a knowledge of personnel procedures and rules, such ast providing simple employment information and appropriate itself and procedures to follow, and where to obtain additional information; sets and reviewing completed information; ensuring that the proper forms are completed for name changes, locator information, applications, etc. and reviewing completed forms for signatures and proper entities, or manifesting personnel records, contracting appropriate sources to secure any missing items, and prosting items such as dates of promotions. Transfer, and fire, or rates of pay or personal data. If this information is computerted, outside inquirities for simple feature information, such as wethcasten of dates of employment in response to tableptone credit chacks of employees, some receptionist or other clerical duties may be performed. May be assigned work to provide training for a higher level position. Detailed rules and procedures are available for all austignments. Guidance and assistance on unusual questions are available et all times. Work is stord cleared.
General Clerk III	Data Entry Operator I	Data Entry Operator II	HousingReferral Assistant	Medical Record Clerk	Medical Records Technician	Order Clerk I	Order Clerk II	Personnel Assistant I
01113	01051	01052	01120	12160	12190	01191	01192	01281

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N/A	N/A	NA	N/A	AW	AN	A/N	AN	AIN
962-69-00	962-69-00	962-69-00	962-68-00	962-69-00	962-69-00	962-89-00	962-69-00	962-69-00
\$\$n	<b>\$</b>	\$ S D	<b>\$</b> 80	\$S.0	\$SO	\$\$N	nSs	US\$
38.30	42.03	41.04	32.26	34.70	34.70	38.08	46.26	32.95
-	+	-	-	-	-	-	-	-
Examines and/or processes personnel action documents using experience in applying personnel procedures and policies. Ensures that information is compiled and consistent and determines whether further discussion with applicants or employees is needed or whether personnel information must be checked against additional files or listings. Selects appropriate precedents, rules, or procedures form a number of alternatives. Responds or whether selects are received or manuales, responses from applicants, employees, or managers for restained with can be obtained from the material or manuals, responses from applicants, exployees, or managers for excling information and procedures. Nay provide information to managers on evaliability of applicants and status of hiring actions; may verify employing that Completes not places supplied on job applications; may maintain personnel records; and may administer typing and demorarby test. Completes roughe assignments independently. Detailed guideance is evaluable for situations, which devide from spot checked periodically.	Serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehities, and climitestals and in providing information when it is necessary to consolidate detail from a number sources, often with short deadlines. Screens applications for obtaines Resolves conflicts in computer listings or other sources of employee information to Locates lost obcuments or reconstructs information using a number of sources. May check references of applicants when information in addition to classes and please and peases. As it is existed, and judgment is required to ask appropriate politicarits when information in guidance to haver level clerks. Supervisory review is shrifter to level if. AnD/DP Performs roughe personnel assignments beyond the derical level, such as: critaritin new employees to proprants. Earlifiles, ruiss on time and attendance, and leave policies; computing basic statistical information for reports on manpower profiles, EEO progress and accomplishments, hithing eithytels, attendance and leave profiles, turnover, etc.; and screening applicants for well-defined positions.	This position compiles and records production data for industrial establishments to compare records and reports on volume of production, consumption of meterial, quality control, and other aspects of production. May perform any combination of the following dieless compile and record production data for our customer orders, work tekets, product specifications, and individual worker production shears following prescribed recording procedures and using different word processing performers. The recording procedures and using different word processing performers. The recording procedure is an expert with different word processing performers. The recording is and quantifies of times produced, materials used, amount of sorar, frequency of defects, and workers and department production release to supplications and produced ormals, maintaining files of documents used and preserved, compiling detailed production release or work fockets for use by production workers as guides in assembly or manufacture of products. This Clerk prepares written work schedules based on established production.	This position performs clerical duties concarned with rental and management of public housing projects answers telephone and responds to requests for maintenance, compaints, rental information or, as appropriate, tonverts calls to sentor officials. The Rental Clerk necelves rental payments and other income, assesses late charges, applies cancelation stamp required by government housing agency, writes receipts, and prepares rental bransmittal forms and collection logs for government accounting system. This Clerk receives security deposits and prepares to hant receipts, prepares bank deposits, maintains tenent fless, and follows up on income re-certifications.	This position schedules vehicle repairs and horication for vehicle-mahlemance, schedules vehicles for fubrication or repairs based on date of last fubrication and mileage traveled or urgency of repairs. The Mahlamance Scheduler contexts garage to verify availability of facilities, notifies parking garage workers to deliver specified vehicles, and maintains a file of requests for services.	Carries out recurring office procedures independently, Salects the guidaline or reference which fits the specific case. Supervisor provides specific instructions on new assignments and checks completed work for accuracy.	Hendes differing situations, problems, and deviations in the work of the office eccording to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments.	Uses greater judgment and initiative to detarmine the approach or action to take in normulfine situations, interprets and adapts guidesines, including unwritten polisides, precedents, and practices, which are not aways completely applicable to changing situations.	Assigns drivers and vehicles to convey freight or passengers. Requires a high echool objourna with all least 4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices and procedures. Relies on experience and judgment to plan and accomplish goals. Pelforms a variety of complicated tasks. May direct and lead the work of others. Typically reports to a manager or head of a unitropartment. A wide degree of creativity and latitude is expected.
Personnel Assistant II	Personnel Assistant III	Production Control Clerk	Rental Clark	Scheduler, Maintenance	Secretary I	Secretary II	Secretary III	Service Order Dispatcher
01262	01283	01270	01290	01300	01311	01312	01313	01320

		Performs limited aspects of technical supply management work (e.g., inventory management, strong management, cataloging remonth						_
01410	Supply Technician	utilization) related to depot or casponately acrolled to the control of		51.49	ns\$	962-69-00	N/A	
01280	Receptionist	Operates a shigle-position telephone switchboard or console, used with a private branch exchange (PBX) system to relay incoming, outgoing, and intra-system calls and acts as a receptionist greeting visitors, determining nature of visits and directing visitors to appropriate persons. Work may also invoive other duffes such as recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; making appointments; keeping a log of visitors; and issuing visitors and set to switchboard or console, which may occupy the major portion of the worker's time.	-	28.87	US\$	982-89-00	NA	
15110	Test Examiner/Proctor	Administra, supervises or prodors tasts. Administrars make-up tests in conjuction with dvillian institution programs when it has been clearly established that this student could not be present for normal in-class testing because of duty or conflict or health reasons. Testing materials are commolied items and will be handled, stocked safeguarded and administered in strict compleance with applicable regutations.	-	36.25	ns.¢	962-69-00	NIA	
01531	Travel Clerk I	Under close supervision or following apecific procedures and detailed instructions arranges travel on one and sometimes two modes of transportation. Travel is atmost always recurrent by the same modes, carriers, routes and same migor points of origin and destination, seldom linckling special transportation privileges or requiring special allowances or planning for supplemental transportation facilities. When such services are required, they do not occur in such variety or with such tequincy as to create problems of timing or coordination.	+	27.04	nS\$	962-69-00	. NA	
01532	Travel Clerk II	Within general guidelines, employees select and apply appropriate travel guides, methods, techniques and work sequences to effectively accomplish the work. The majority of essignments are performed without technical essistance, but unusually difficult travel shusdons or problem cases encountered during the course of the work are referred to the supervisor before decision or commitment. Review of work is for compliance with regulatory guides and program policies and for soundness of decisions and conclusions.	-	28.75	\$\$0	962-69-00	NA	
01533	Travel Clerk III	Obstractions by independence of action, with very little instruction, guidance and review, except for review of accomplishments of broad objectives and conformance to policy. The incumbent is viewed as the authority on travel matters, including the furnishing of arbiers and information to travelers, administrative officials and others; and responsible as the principal point or failson with other elements and with certains and with accomplishment to the principal point or failson with other elements and with certains.	-	30.56	ns <b>\$</b>	962-68-00	NA	·,
01811	Word Processor I	Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing, a knowledge of gammar, purcutation and spelling, and ability to use reference guides and equipment menuals. Performs familier, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures.	-	30.79	US\$	862-69-00	N/A	
01612	Word Processor II	Applies knowledge of specialized, lechnical, or scientific terminology. Work requires familiarity with office terminology and practices; incumbent connects copy and questions originator of document concerning missing information, improper formating, or discrepancials in instructions. Supervisor sets priorities and deadlines on continuing assignments, familishes general instructions for recurring work, and provides specific instructions for necurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.	-	34.06	nS\$	962-69-00	NA	<del></del>
01613 WKKWWWWWW	Word Processor III	ge of word process mplex and detailed hittple columns. Use completes assignm	-	37.71	US\$	962-68-00	NA	·
14041	Computer Operator I	Computer Operator   Works under close personal supervision and is provided detailed within or oral guidance before and during assignments. As instructed, resolves common operating problems. May serve as an assistant operator working under close supervision or parforming a portion of a more senior operator's work.		36.06	36.06 US\$	862-69-00	NA	Const.
14042	Computer Operator II	Processes scheduled routines which present few officut operating problems (e.g., Infrequent or easily resolved error conditions), in response to computer output historidons or error conditions, applies standard operating or contective procedure. Refers problems which do not respond to proplamed procedure. May serve as an assistant operation, working under general supervision.	-	39.68	ns\$	862-69-00	N/A	

N.A.	N.	NIA	NA	N/A	NA	W	N/A
962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00
US\$	\$\$n .	\$\$0	<b>\$</b> \$0	\$sn	ns\$	nS\$	\$\$0
43.56	47.75	52.29	47.98	47.99	50.00	50.00	20.00
-	-	-	-	-	-	-	-
Processes a range of scheduled routines, in addition to operating the system and recolving common error conditions, diagnoses and acts on imachine stoppage and error conditions not fally covered by existing procedures and guidefines [e.g., resetting switches and other controts or making mechanical adjustments to maintain or restore equipment operations), in response to computer output instructions or error conditions, may devises from standard procedures of order on order or southon. Refers problems which do not respond to corrective procedures.	Adapts to a variety of nonstandard problems which require extensive operator intervention (e.g., frequent introduction of new programs, applications, or procedures), in response to compliate output instructions or error conditions, chooses or devises a course of action formal emong several afternatives and attens or deviates from stendard procedures if standard procedures do not provide a soution (e.g., reassigning equipment in order to work around faulty equipment or bransfer channels); then refers problems. Typically, completed work is submitted to users without supervisory review.	Resolves a variety of difficult operating problems (e.g., making unusual equipment connections and revely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without inferfaring with ongoing job requirements). In response to computer output instructions that error confidence or to taxoid observe one-puter from ciperator deviates from standard procedures. Such accions may materially after the computer unit's production plans. May spend considerable time away from the control station providing technical assistance to lower level operators and assisting programmers, systems analysis, and subject mater specifielts in resolving problems.	Assits higher level staff by performing elementary programming tasks which concern limited and simple data items and stops which closely follow patients of previous work done in the organization, e.g., drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. May perform routine programming assignments (as described in Level II) under close supervision.	At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. Performs routine programming procedures to routine from one require skalled background experience but do require knowledge of established programming procedures and data processing requirements. Works according to clear out and complete specifications. The data are retired and the format of the final product is very similar to that of the input or is well defined when significantly different, i.e., there are few, if any, problems with internalishing varied records and outputs.	As a fully quelified computer programmer, apples standard programming procedures and detailed knowledge of perfinent eutgicc matter (e.g., work processes, governing tules, derical procedures, etc.) in a programming area such as: a record keeping operation (supply, personnel and peryod, inventory, purchasing, insurance payments, depositive actuals etc.); a well-defined statisfical or calcuffic problem; or other standardized operation or problem, whorks according to approved statements of requirements and detailed substitution and several varied statements of requirements and detailed social cardio according to approved statements of requirements and detailed to several deterior are several operations. The programs developed or modified typically are linked to several other programs in that the dutput for another. Recognizes probable interactions of other programs with the assigned programs(s) and is familiar with related system software and computer equipment. Solves conventional programs with the assigned programs(s) and is mail organizations, may maintain programs which concern or combine several operations, i.e., users, or develop programs where there is a primary user and others give input).	Applies expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or maderial management of a computer system for a project in engineering, research, accounting, schäreits, etc. Plans the full range of programming actions to produce several intervalated but different products from numerous and diverse data elements which are usually from different sources, solves difficult programming problems. Uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.	At this level, littles assignments are designed to expand practical experience in applying systems analysis botniques and procedures. Provides several phases of the required systems analysis where the nature of the system is predetermined. Uses established fact finding approaches, knowledge of perfinent work processes and procedures, and familiarity with related computer programming practices, system isoftware, and compute gauginests.
Computer Operator (II)	Computer Operator IV	Computer Operator V	Computer Programmer I	Computer Programmer II	Computer Programmer III	Computer Programmer IV	Computer Systems Analyst I
14043	14044	14045	14071	14072	14073	14074	14101

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N/A	NA	N/A	NVA	NA		N/A	N/A	N/A	N/A	N/A
962-69-00	962-89-00	962-69-00	962-69-00	962-69-00		962-69-00	962-69-00	962-69-00	962-69-00	962-88-00
\$SN	\$\$n	\$\$0	ns\$	NS\$		\$SD	USS	US\$	ns\$	\$SO
50.00	50.00	54.77	47.75	36.06		24.30	29.92	28.92	24.53	48.68
-	-	-	٠	-		Ψ-	-	-	-	-
Applies systems analysts and design stdits in an area such as a record keeping or soleraftic operation. A system of several varied sequences or formats is usually developed, e.g., develops systems for maintaining of commission as bank, maintaining accounts receivable in a real setablishment, or processing a limited problem in scientific propiect. Requires competence in most phases of system analysis and knowledge of perfinent system software and computer equipment and of the work processes, applicable regulations, work lost, and practices of the assigned subject-matter area. Recognizes probable interactions of related computer systems and predicts impact of a change in assigned system.	Applies systems analysis and design techniques to complex conceuter systems in a broad area such as manufacturing; tinance management, engineering, accounting, or statistics; logistics planning; material management, etc. Usually, there are multiple users of the system, however, there may be complex one-user systems, e.g., for engineering or research projects. Requires connectence in all phases of systems analysis techniques, concepts, and methods and knowledge of evaluate by systems and phases of systems analysis bechaptures, concepts, and methods of one or more subject-martar areas. Since input, data sixually come from diverse sources is responsible for recognizing probable conflicts and integrating diverse data elements and sources. Produces innovative solutions for a variety of complex problems.	The Library information Technology Systems Administrator administens and supports daily operational requirements of library and information computer network systems including workstation, file servers, and web servers. Duties spicially involve the installation of hardware, activates, systems upgrades, network accounts, network security, and web page design, interface and updates, planning and implementing long-range automation plan, period reports, and local system design documentation. This Administrator trains staff on software applicable to their position, assists pations with information technology, and provides instruction on computers and applications.	The Personal Computer Support Technician provides support to distributed PiCineworking environment including installation, lesting, repair, and troublesthooting for stand-alone PiCs, PCs infreed to retworks, printers, and other computer personal computers include sindware installation, and configurations. This bachnician performs technicial, order to the installation computers additions, and configurations. This bachnician to install and installation computers addition to the personal computers printers, and other periodishor hardware and other printers, and other periodishors computer problems, performs hardware and software degenerate, configuration software programs, and other application software programs, in the position, the incumbent thoughest conditions problems, performs hardware and software diagnostics, conditionate positions are configuration and earthcap as and components of a local area network, and participates in the evaluation onliguration and eartware.	Operates peripheral equipment which directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, piotes, card readers/purnchers, tape inseders, but but of which confidence differences of chiefs, and data delaying units are exampleed to the adjustment of the control		The Deak Clerk performs any combination of the following duties for guests of hotel, motel, or other lodging facility, registers and assigns rooms to guests, issues and receives noon keys, date-damps, sorts, and rects incoming mell and messages; reactives and transmits messages using equipments such as bleptones evitableance southouse, console, ledges, and an inquiries pertaining to establishment services, altopping, difind, entertainment, and travel directions, keeps records of room availability and quests accounts, consultes bills, collects parments, and makes changes for guests. The Deak Clerk makes and confirms room reservations, may post changes such as room, food, liquor, or telephone to casebooks by hand or mechine, make restaurant, transportation, or entaintainment reservations, and arrange for tours, may deposit guests valuables in safe or safe-deposit box, and may self tobacco, candy, and newspapers.	Sets-up and operates a machine that performs a variety of packaging functions. Requires a high school ciploms or its equivalent and 0.2 years of experience in the field or closely related felds. Has knowledge of commonly-used concepts, practices and procedures within a particular field. Relies orinstructions and pre-established guidelines to perform the functions of the job. Works under immediate supervison.	Assembles, orders and prepares good for shipment. Receives and unpacks materials and supplies. Completes shipping and receiving reports. Requires a high school diploms and 0-2 years related experience. Typically reports to a supervisor.	Provide exceptional service to customers through Mendly demeanor and helpfulness. Locates stock and delivers liters to their destination upon request. Handles all stock-warehouse activities. Requires ahigh school diploma with 1-3 years expensions in a related field. Typicatly reports to a supervisor.	The Graphic Artist works with the courseware production beam to design and develop graphica/stual effects used in courseware material.  This position requires the use of specialized computer software to develop light quality control study sections of newtral, and managed or using specialized hardware and animations supporting various media used within the training curriculum. The Graphic Artist is capable of using specialized hardware and/or software for wholeological control and any software the courseware produced on the deafing of multimating presentations, incorporates principles of inyout design firmulpricult his courseware production process, and is responsible for quality control, review and revision of all aspects of graphics development.
Computer Systems Analyst II	Computer Systems Analyst III	Library IT Systems Admin	PC Support Technician	Peripheral Equipment Operator	CONTROL OF THE PROPERTY OF THE PARTY OF THE	Desk Gerk	Order Filter	Shipping Receiving Clerk	Store Worker	Graphic Artist
14102	14103	13054	14160	14150	Semeral Spin	99050	21071	21130	21150	15080

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						_	_	-	_	
N/A	NIA	NA	NA	N/A	N	A/M	A/N	A/A		N/A
962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00	962-69-00		962-69-00
ns\$	ns\$		ns\$	ns\$	\$SO	nss	US\$	USS		US\$
38.56	46.41	55.46	37.61	28.51	60.02	35.75	39.31	43.17		51.52
-	ye.	-	-	-	-	-	-	-		-
Dutes for this position require the ability to use common media such as tempera, cits, per-and-ritk, or pencil with average stall. The flustrator I copies drawings, either by tracing or feehand, applies coloring or wash to fine drawings; leithers by hand or by use of templates, and does detail or background work on flustrators which have been prepared by an illustrator of ligher grade. When working with scientific subjects and technical equipment this flustrator acquires basic knowledge of subject matter field and develops information about the field of work that will be illustratiod. When working in the general fields of flustrating, someone in this position acquires necessary information about a ubject of the illustrations or applies general knowledge to the subject.	The Blustratur II usually is assigned to projects involving several of the continon art media such as pen-and-link, pencil, tempera, wash, ols, and airburah over a period of firme. These projects require the illustratur is be proficient in the use of these media and in executing acceptable of manyings in many styles. Generally, Blustratur II executes drawings that have been conceived by others and presented in the form of rough skelches. This illustratur does not exactles an extinative showings that have been conceived by others and presented in the form of rough skelches. This illustrations, but does are exactles information and object mainer involved when preparing medical, excentific or technical equipment illustrations, but does acquire information about the subject mainer involved when preparing medical, of subject mainer than the subject subject mainer of subject and develop about the subjects illustrated.	The projects to which the illustrator III are essagned, usually knocke several of the conmon art mode (as in the case of illustrator III) but the flustrations themselves typically require a higher degree of skill in the use of many of the media. This degree of skill is required for the fibliowing reasons. (a) the speed with which the flustration must be completed requires the ability to work quickly and competently in order to produce an acceptable fibrilished product within the arrelateder fine fibril. The illustration reals for the use of this detail, special arratioc effects, or an unusual use of the chosen medium or; (c) The method of reproducton, how the illustration will be used, or the information or addictor results desired, calls for exceptional care and skill in the use of the medium. The themse illustration may be either concrete in nature or they may represent ideas and abstract concepts. The filustrations differ from those typical of illustrator II in that they we expected to interpret the publications, chart, poeter, or exhibit in which they appear, while flustration II presents factured, rather than interpretative material.	Provides Information sentios, such as answering questions regarding cerd catalogs, and assists in the use of bibliographic bools, such as Library of Congress catalog, Performs routine cetaloging of iltrary materials. Files cards in catalog drawers according to system used. Answers routine Inquities, and refers persons requiring professional assistance to Librarian. Verifies bibliographic indimation on order requests. Works or directs workers in maintenance of stacks or in section of department or division, such as critering or receiving section of equalities department, card proparation activities in catalog department, or finited ban or reserve desk operation of circulation department.	The Library AlderClerk works under the supervision of Librarian and Library Technician at the main circulation deak following stropie repetitive teaks including; issuing therary cards, explaining library rules and borrowing procedures, recording brownship such as reports of back or damaged fasts, squeests for materials, and overdue materials and refers this information to Library Technician or Librarian. This Worker contacts borrowers by stelephoning or issuing overdue materials and refers this information to Library Technician or Librarian. This Worker contacts borrowers by stelephoning overdue materials and refers the standard overdue materials and overdue materials and refers and other about the contact borrowers by stelephoning call over and enters limited fourthe information in a few screens of automated database, performs routine cerical dubes such as referring callers or visitors to appropriate staff, and assists Library Technician with processing duties such as labeling and starting materials such as posters or book lists for events.	Maintains fibrary collections of books, serial publications, documents, audiovisual and other materials and assists groups and individuals in locating and obtaining materials. Furtishers information on fibrary activities, facilities, nuiss and services. Explains and assists in use of metienes courses, such as card or book adding or book and previously linears to locate information. Issues and receives materials for circuitation or use in library. Assembles and erranges displays of books and other fibrary materials. Maintains reference and circuitation materials. Answers correspondence on special reference authorics. May compile fist of fibrary materials according to subjects or interests. May select, order, catalog and disselfy materials.	Responsible for design, layout, cost estimates and construction of exhibits. 0 - 2 years experience in field or related field.	Investigates and selects suppliers of marketing production services. Associates degree 2-4 years experience in field.	Familiar with a variety of field's concepts,		Analyzes accounting records to defermine financial resources required integrated by the properties of the properties and makes recommendations for budget allocations to ensure confinitionance to budgetary fartis. Also responsible for reviewing operating budgets perhodically in order to analyze fends afficially budget to red. Familiar with standard concepts, practices, and procedures within a particular feet, Requires a bacheliar particular feet, Requires a bacheliar particular feet, and the procedures within a replace area.
ustrator	llustrator !!	Wustator III	Library Technician	Librarian Alda/Clerk	Librarian	Media Specialist I	Media Specialist II	Media Specialist III	Section and introduction of the section of the sect	Budget Analyst II
13041	13042	13043	13058	13050	13047	13011	13012	13013	HACTERICAL MAN	

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US\$ 962-69-00	US\$ 962-69-00 N/A	US\$ 962-69-00 N/A	US\$ 982-69-00 N/A		US\$ 962-69-00 N/A	-
60.42	4221	50.17	61.59		38.09	
•	-	-	-		-	
Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget aflocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends effecting budget heeds. Familiar with standard concepts, practices, and procedures within a periodical field. Requires a backbed of 45 treas of exceedings in the field of in a relation area.	Performs equilation planning advisitions.  Performs equilation planning advisitions.  Performs presolidation activities.  Propares life documentation, post synopses, prepare solicitations;  Performs presolidation activities.  Prepares life documentation activities.  Assists in developing the source selection plan as required;  Receives quotastribitishing assignmentation and exertivities or present the commendation;  Prepares file documentation and exertivities or present documents;  Prepares task orders/delivery orders and file documentation or prepares task orders/delivery orders and file documentation.  Administrars contracts including the monitoring of progress, review of invoices for accuracy, reaching describing as equilined;  Administrars contracts including the monitoring or progress, review of invoices for accuracy, reaching force outs acquisitions upon completion.  Close outs acquisitions upon completion.  A or more years of Contracts and or Procurement expendence  Knowledge or the statutes, regulations, policies and procedures governing federal acquisitions.  Forelands expensionable acquisition selfile, written skills, metallistic written skills or the contract acquisition skills written skills.	Akits in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negociating specifications and contractual provisions. Administration is backed or a facilities and accordance in the field or in a related area. Familier with stendard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of basis. Works under general supervision; popular field, reports to a contraction of the process.	Akts in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions, appellication and contractual provisions, and equies a bachelor's degree and at least 4 years of experience in the field or in a related area. Farmism with standard concepts, practices, and procedures within a particular feed. Relate on experience and judgment to plan and accomplishing ones. Performs a variety of complex back. Works unfer eneral supervision tyckely reports to a manere.	This operator prepares drawings or computer models of stripte, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate templates/computer programs or uses a compass and other equipment needed to complete assignments, Drawings and models of familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions and reviews completed work for accuracy. Typical assignments include:	<ul> <li>a. Ravisions to the original drawings of a plumbing system by increasing pipe diameters.</li> <li>b. Drawing from sketches, the building floor plans, determining size, specing and arrangement of freehand lettering according to scale.</li> <li>c. Drawing simple land profiles from predelarmined structural dimensions and reduced survey notes.</li> </ul>	d. Tracing ther basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
Budget Analyst III	Contracts Specialist I	Contracts Specialist II	Contracts Specialist III		Drafter/CAD Opeator I	
	,		- SSSS		30061	

## DC Supply Schedule Labor Categories and Rates Base Year and Option Years One (1) through Four (4)

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NIA	W.W.
962-89-00	962-69-00
US <b>\$</b>	<b>\$</b> 80
41.95	46.10
-	<del>-</del>
This operator properes various drawings computer models of such units as construction projects or parts and assembles, including various dvaries, are constructed details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the tarms and procedures of the occupation. The DraftCAD Operator II makes affamented convintedents are garded for the tarming or or recurring work is assigned in general parts. Unfamiliar satisfymented information on methods, procedures, and the satisfies or recurring work is assigned in general parts. Unfamiliar satisfyments include:  a. Preparing several views of a slimple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by meseuring the layout.  b. Preparing several views of a slimple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by meseuring the layout.  ceutoment plant writing, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, traines, guards, or other accessories; conduit layouts, or wiring diagrams indicating varier and sewage line locations and mountings.  c. Drawing base and elevation wiews, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating writer and sewage line locations.	This operator prepares complete sets of complex drawings or computer models that Include multiple where, detail drawings, and assembly drawings or models include complex design features that require considerable draffing akill to visualize and portray. Assignments deflaring the use of mathematical formulas to draw land conteurs or to compute weights, center of granky, beat capabilities deflared to mathematical formulas to draw land conteurs or to compute weights, center of granky, beat capabilities deflared of mathematical formulas to most appropriate views, detail drawings, and vetral information models to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers camples assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers cannot be interested of expressor or design origination may suggest methods of expressor or provide advice on unusually difficult problems. Typical assignments floating in the manufacturers or and manufacturers or properator desorbes dinensions, befrances, the manufactured from laborate. Several cross-sectional and subsessmibly drawings are required. From information supplied by the design originator and from technical floations and manufacturers and subsessmibly drawings are required. From information supplied by the design originator and from technical floating or prefer or seathers. Several cross-sections and prepares drawings of printed decruit boards.  b. From electronic schematics, information as to maximum size, and manufactured floatists for floodgates, navigation tecks, dame, bridges, curverts, levees, channel excessions, filks and better floatists for street parking and widering or for water and sewer lines hawing complex to required; and notifies supervisor or conflicting details in design.  Excludes drafter performing work of shaller difficulty to that described of thits level but who provides support for a variety of organizations
DraftertCAD Opeator II	Drafter/CAD Opeator III
30062	30063

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30064	DrefterfCAD Opeator IV	This operator works closely with design originators, preparing drawings or computer models of unusual, complex, or original designs that require a considerable infallules, resourcebiness, and drafting inquire a high degree of protection, performs unusually difficult assignment required considerable infallulemes, resourcebiness, and drafting experies. This incurring assures by a raticipated problems in manufacture, assembly, installulen, and operation are resolved by the drawing produced, exercises independent judgment is abecing and interpreting data based on knowledge of the design infent. Although working primaries as drafter, this worker may occasionally interpreting eneral designs prepared by others to complete minor details, may provide advisor be lower level drafters or serve as coordinator and plantar for large and complex drafting projects.		55.41	US\$	962-69-00	NIA
		This babinician performs simple toutine tasks under clase supervision or from datailad procedures. Work is checked in progress or on completion, This person performs one or a combination of such typical duties as:					
30081	Engineering Technician I	a. Assembling or installing equipment or parts requiring sample wiring, soldering, or connecting. b. Performing simple or routine tasks or tests auch as femalle or hardness tests; operating and edjusting simple test equipment, records test detail.	-	42.47	ns <b>\$</b>	962-89-00	N/A
		<ul> <li>Cathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formules: plotflow data and draws simile curves and creates.</li> </ul>					
	Graphic Design Specialist	Performs graphic design, including computer design and performs production and editing of loxit and graphics for offset reproduction printing and electronic media. Can perform supervisory functions. Can conceptualize ideas and translate into camera-ready copy via computer and traditional methods.	-	50.27	ns <b>s</b>	982-69-00	N/A
30210	Laboratory Technician	The Laboratory Technician (Laboratory Testar) performs indocratory tests according to prescribed standards to determine chemical and physical chromostaticists composition of selfs, special, ground or great control, process control, product development, or determining controlled process control, product development, or determining controlled process control, product centrifuges, and adjusts between the sequence. This incumbent elect up and adjusts between the sequence of the process control, products and adjusts between the sequence. This incumbent elect up to versity, condensers, and refusing search to prepare making for the between the process. Work involves running tests of the following: rear materials and controls quality of materials and mix during manufacturing process. Work involves running tests to carment or raw materials and controls quality of materials and mix during manufacturing process. Work involves running tests to carment or raw materials and controls quality of materials and controls quality of materials and products. Interest to the secondary, absorption or burning raw, melting processes, such as anotialing, waterproofing, cleaning, bleaching, and products are not as anotialing, waterproofing, cleaning, bleaching, and products are not as anotialing, waterproofing, cleaning, bleaching, and products are not as anotialing, waterproofing, cleaning, the processes and combined or featurements or substances, such as anotialing, waterproofing, cleaning, the processes, and a substances, the set supply, during mixtorscope. The Laboratory Technician (Laboratory processes, and products, such as a colliphane or glassware, to verify conformity waterproofing, cleaning to the specifications, and examines graphs and charts, cleans and sterifizes laboratory appearances graphs and charts, connect development as contract t	<b>-</b>	43.20	88 O	962-69-00	N/A
30361	Peralegal/Legal Assistant I	Work is performed under close supervision, with required assistance readily available. Work includes, typically, several of the following dudies; consults prescribed sources of information for facts relating to methers of interest to the program; reviews documents to extract selected data and information relating to specific items; reviews and summarizes information in prescribed format on case precedent and decisions; searches and extracts legal references in Etvaries and computer-date banks; ethands hearings or court appearances to become informed on administrative andor court procedures and the status of cases, and where necessary, assistis in the presemblion of charts and other visual information.	-	39.97	US\$	962-69-00	N/A

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30362	Paralegal/Legal Assistant II	At this level, the incumbent, exercises more independent judgment than at the level I position. In this capabity the incumbent reviews case meterials to become familiar with questions under consideration; searches for and summarizes relevant arches in trade magazines, aw reviews, published studies, financial reports, and similar materials for use of attorneys in the preparation of opinions. briefs, and other legal documents; prepares detects of selected decisions or opinions which incoporate jugal elevances and analyses or precedents involved in ereas of well-defined and settled points of lew; interviews potential witnesses and prepares summary interview reports for the ettorneys review, participates in pre-frid witness conferences, rotes possible desidencies in case materials (e.g., missing occuments, confering stabsments) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial views.	~	48.15	US\$	962-69-00	. NA
30363	Paralegal/Legal Assistant III	At this level, participates in the substantative development of cases by performing the following functions; analyzes and evaluates case fless against fliggation worthless standards; notes and cornects case fle deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial altitumer; reviews and analyzes evietable precedents referrant to cases under consideration for use in presenting cases runnaries to that altitumers; gathers, acris, describing, and indiquents data to discover pertense of possible discriminatory artifivity interviews relevant possible discrimination; reviews and analyzes relevant statistical evialuations such as standard deviations, analyzes of variance, means, modes, and ranges as supporting data for case ligitation; consults with statistical eviatures on reliability evaluations; may badfy in court concerning relevant data.	-	57.59	\$\$C	962-69-00	N/A
30364	Paralegal/Legal Assistent IV	At this level, assists in the evaluation, development and litigation of cases by performing the following duties: examines and evaluates information in case files, for case litigation worthness and appropriate files of law, determines the need for additional information, Independent surveys, evidence, and withesses, and plans a comprehensive approach to obtain this information; through on-site visits, information or records on operations, looks for and evaluates the instrument and worth of evidence, selects, summarizes, and complies comparative data in examine and evaluate respondents deficiencies in order to provide evidence of itsepas or patterns, reviews according forecasts at the national and reprional level to revisit the impact of successful prosecution and potential remedial provisions of onegoing investigations and titigation; identifies types of record keeping systems and types of records maintained which would be relevant. Prepares others, graphs, and bebies to illustrate results, analyzes data, develops recommendations.	Ŧ	68.48	US\$	962-69-00	Ϋ́N
2	Purchasing Clerk	Creates purchase orders for the acquisition of materiats. Researches, interviews, and negotiates with suppliers to obtain priose and specifications. Provides routine administrative support. Requires a high school diploma or its equivalent with 0-2 years of expedience in the field or in a related area. Familiar with a variety of the fields concepts, practices, and procedures. Relates on experience and judgment to plan and accomplish goats. Performs a variety of complicated tasks. Typically reports to a maneger. A wide degree of creativity and lattude is expected.	-	33.11	\$\$0	962-69-00	N/A
30461	Technical Writer I	Write or edit technical materials such as reports of research findings, scientific or technical publications, regulations in technical areas, technical manuals and documents, or speeches or scripts on schedific or technical subjects, drawing on a substantial knowledge of a particular subject-matter area, such as the natural or social sciences, angineering, law, or other faids.	F	38.39	ns\$	962-69-00	N/A
30462	Technical Writer II.	Write or edit technical materiels such as reports of research findings, adentific or technical publications, negulations in technical areas, technical manuals and documents, or speeches or scripts on scientific or technical subjects, drawing on a substantial knowledge of a particular subject-matter area, such as the natural or social sciences, engineering, law, or other felds.	٢	48.75	\$\$0	962-69-00	N/A
30463	Technical Writer III	While or edit technical materials such as reports of research findings, scientific or technical publications, regulations in technical areas, technical manuals and documents, or speeches or scripts on scientific or technical subjects, drawing on a substantial innowledge of a particular subject-matter area, such as the natural or social sciences, engineering, law, or other felds.	٠	57.77	US\$	962-69-00	NA

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# DC Supply Schedule Labor Categories and Rates Base Year and Option Years One (1) through Four (4)

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raining specialist	related and e.y. years of experience in the fred of ut a related area, risk knowledge of constructives a concepts, practices, and procedures within a particular field. Refles on instructions and pre-established guidelines to perform the functions of the job. Works under	100			
	mmediate supervision. Primary lob functions do not typicalizy require exerciains independent lydoment. Typically reports to a manager.			The second secon	