



District of Columbia Retirement Board (DCRB)

REQUEST FOR QUOTE (RFQ)

Cisco ASR 1001-X with Advanced IP Services

Solicitation Number: DCRB-17-002

Release Date: November 16, 2016

Eric Stanchfield, Executive Director
900 7th Street, NW, 2nd Floor, Washington, DC 20001

SOLICITATION, OFFER, AND AWARD			1. Caption Cisco ASR 1001-X with Advanced IP Services			Page of Pages 1 18	
2. Contract Number RB-17-002		3. Solicitation Number DCRB-17-002		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input checked="" type="checkbox"/> Simplified Acquisitions (RFQ) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 11/16/2016	
						6. Type of Market <input checked="" type="checkbox"/> Full and Open <input type="checkbox"/> Set Aside (CBE Market) <input type="checkbox"/> Limited Competition <input type="checkbox"/> Open with Sub-Contracting Set Aside <input type="checkbox"/> Other than Full and Open Competition	
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001				8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified herein at <u>DCRB.Procurement@dc.gov</u> until <u>5pm</u> local time <u>29-Nov-16</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See Solicitation. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Yolanda Smith		B. Telephone (Area Code) 202 (Number) 343-3200 (Ext)		C. E-mail Address DCRB.Procurement@dc.gov	
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		___ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Eric Stanchfield, Executive Director				23. Signature of Contracting Officer (District of Columbia)			24. Award Date
 District of Columbia Retirement Board							

ARTICLE I. DCRB OBJECTIVES AND REQUIREMENTS

A. INTRODUCTION AND OVERVIEW

The District of Columbia Retirement Board (DCRB) is seeking a contractor to provide its Information Technology department equipment that will provide additional network infrastructure to support High Availability (HA) of agency applications and systems between the DCRB office in Washington, DC and DCRB's data center in Ashburn, VA.

DCRB will provide the professional services.

DCRB contemplates award of a firm fixed price (FFP) award. Evaluation based on lowest price and technically acceptable quote.

B. Scope of Work

The District of Columbia Retirement Board (DCRB) is expanding its network infrastructure to provide high availability, for application and data, and a disaster recovery site in AWS cloud.

Specifically, the expanded core network infrastructure shall achieve the following objectives:

- a. Provide a connectivity between Ashburn data center and AWS cloud
- b. Provide encryption between the two sites
- c. Implement BGP routing protocol between the two sites
- d. Provide a scalable network infrastructure that accommodate capacity growth between the two sites
- e. Improve the overall network availability by eliminating, as much as possible, single point of failures.

C. General Requirements

In performing the work under Section B. of this solicitation, the contractor must ensure:

1. The equipment is not refurbished or used. All equipment provided as part of this solicitation shall be new.
2. Maintenance and support services for a period of one year shall be included, consistent with manufacturer and best industry requirements and standards.
3. DCRB would like this implemented as soon as possible. From the time of award, the equipment shall be delivered within sixty (60) days.
4. Advise of any potential risk factors and how they might impact the implementation schedule.
5. Provide technical support contact information.

All equipment/software shall be delivered within ten (10) business days of award. It s

D. Schedule of Events

The following is the schedule of events for this RFQ process. Dates listed below may be amended as appropriate by DCRB and participating offerors will be notified.

Activity	Scheduled Date
Release of RFQ	November 16, 2016
Deadline for Questions	November 21, 2016
DCRB Response to Offeror's Questions	November 23, 2016
Offer Due Date	November 29, 2016

E. POINT OF CONTACT

This RFQ is issued by DCRB and is subject to the Board's lock-out rule, procurement and conflict of interest rules. Further, from the issue date of this RFQ until a successful offeror is selected, there shall be no communication by Offerors with any DCRB Trustees or staff members other than the DCRB designee. Failure to comply with this provision of the procurement will result in Offer rejection and disqualification.

For all matters and questions relating to this RFQ the point of contact is:

Name:	Yolanda Smith, CPPB
Address:	District of Columbia Retirement Board 900 7 th Street NW; Suite 200 Washington, D.C. 20001
Telephone:	(202) 343-3200; FAX: (202) 566-5000
E-Mail:	DCRB.Procurement@dc.gov

F. QUESTIONS AND AMENDMENTS

All Offeror questions must be submitted in writing via e-mail by 5:00pm Monday, November 21, 2016 to DCRB.Procurement@dc.gov. All questions must include the name of the firm and the name of the submitter.

G. RFQ RESPONSES

Responses to this RFQ must be submitted and delivered via email to DCRB.Procurement@dc.gov no later than November 29, 2016 by 5:00pm EDT. It is the sole responsibility of respondents to ensure that their responses arrive in a timely manner. DCRB reserves the right to reject all late arrivals.

The subject of the email submitting the offer shall be labeled as follows:

DCRB Cisco ASR 1001-X with Advanced IP Services Quotation: Solicitation #DCRB-17-002

Electronic Mail (email) transmissions shall be accepted. Any other methodology will not be accepted. The completed quote shall be without erasures or alterations and be signed by a responsible party.

Prices quoted in the Offeror's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the issuance date of the Offeror's response.

DCRB will not be liable for any costs incurred by respondents in preparing responses to this RFQ or negotiations associated with any award.

1. Interpretation and Additional Information

Any interpretation, correction, or change of the RFQ will be made by an AMENDMENT. Interpretations, corrections, or changes to the RFQ made in any other manner will not be binding, and the Offerors shall not rely upon such interpretations, corrections or changes. Interpretations, changes, or corrections will be issued by DCRB's Contract Specialist, Yolanda Smith.

It is the responsibility of all respondents to contact Yolanda Smith prior to submitting a response to determine if any Amendments have been issued, and to obtain any and all Amendments, execute them, and return Amendments with the response to the RFQ. No amendments will be issued by DCRB within 48 hours of the final offer date and time without a subsequent extension of the offer deadline.

2. Offer Guidelines

Contractors should answer each paragraph as requested and retain the numbering and lettering scheme on your offer so responses can be easily correlated to RFQ questions. Failure to respond in this manner may be grounds for disqualification.

H. QUOTATION SUBMISSION

a. Cover Letter

All quotes must include a cover letter signed by an individual legally authorized to bind the contractor to both its offer and pricing. The letter is not intended to be a summary of the contractor's response. It must contain the following statements and information:

1. "Quote may be released in total as public information in accordance with the requirements of the laws covering same."
2. "Quote shall be valid and binding for ninety (90) business days following offer due date and will become part of the contract that is negotiated with DCRB."

3. Company name, address, and telephone number of the firm submitting the offer.
4. Name, title, address, telephone number, and e-mail address of the person, or persons, to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. "We have received the following Amendments on the dates below:" (If none, state "None".)
6. "We affirm that, to the best of our knowledge and belief, we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this award, and that we have not paid or agreed to pay any company or person, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from this award."
7. "We have read and understood and will comply with all provisions of the RFQ with no exceptions (or "except for the areas noted below"). If there are areas where you have an exception or unanswered question, those areas should be noted by paragraph number and the exception written in a clear manner.

b. Experience of Contractor

1. Name of Parent company
2. Length of time in business
3. Federal and State Tax ID Number (completion of W-9, "attachment 2")
4. Number of full-time personnel
5. Location of company headquarters
6. Office location servicing this account
7. Credit references that can verify the financial standing of your company
8. List Company Names and Explanation for use of Subcontractors (*if applicable*)
9. Name, telephone number, and e-mail address of Primary Point of Contact for DCRB
10. Small Business Certification (*if applicable*).
11. Previous Experience with DC Retirement Board and/or the DC government, (*if applicable*).

c. Primary Point of Contact

The Contractor will provide a single Primary Point of Contact for this service. The Primary Point of Contact will be the principal liaison for DCRB and shall assist DCRB in working with the contractor's accounting department should any invoicing issues arise.

The Primary Point of Contact will be required to interface with the designated Contracting Officer's Representative to coordinate all service requests.

Please provide the relevant experience of the Primary Point of Contact in accordance with Quotation Submission.

d. Pricing

The offeror shall state the total for all requested supplies and services. The price shall include all costs of labor, equipment, supplies, delivery, and any other costs incurred. The offeror shall provide a price for line items as outlined below. Offeror may use additional lines to provide price ranges by volume to reflect any quantity discounts.

CONTRACT LINE ITEM NUMBER (CLIN)	CONTRACT LINE ITEM (CLI) TITLE	QTY	Period of Performance (POP)	UNIT PRICE	TOTAL PRICE
1	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB	1	Delivery of Product	\$	\$
2	Cisco ASR 1000 Advanced IP Services License	1			
3	2.5G to 20Gbps upgrade License for ASR 1001-X, Built-in 2x10Gbps	1			
4	IPSEC License for ASR1000 Series	1			
5	power supply- Cisco ASR1001-X AC Power Supply	2			
6	1000 BASE-LX/LH SFP transceiver module, MMF/SMF 1310nm, DOM	2			
7	SMARTnet SNTC-24X7X4 Cisco ASR1001-X Chassis, Crypto, 6 built (one year support)	1	11/2016 – 11/2017		

8	SMARTnet SNTC-24X7X4 Cisco ASR 1000 Advanced IP Service (one year support)	1	11/2016 – 11/2017		
9	SMARTnet SNTC-24X7X4 Upgrade from 2.5 Gbps to 20Gbps License (one year support)	1	11/2016 – 11/2017		
10	SMARTnet SNTC-24X7X4 IPSEC License for ASR1000 (one year support)	1	11/2016 – 11/2017		
TOTAL PROPOSED PRICE				\$	

DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed by the President of the United States. Funds for the base period and additional option period(s) are subject to the availability of funds.

e.1 GSA Pricing

Contractor will supply cost information to provide all applicable goods and services using the GSA pricing schedule, if available, if it is most favorable price that can be offered.

I. INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be free on board (F.O.B.) destination unless otherwise provided. Risk of loss or damage to all items shall be the responsibility of the successful Contractor until acceptance by DCRB. If materials or services supplied to DCRB are found to be defective or do not conform to the specifications, DCRB reserves the right to cancel the contract upon written notice to the contractor and return products at the contractor's expense. Contractor shall supply warranty information with product upon delivery.

J. PAYMENT OF INVOICES

All invoices shall be payable within 30 days of receipt by DCRB. DCRB cannot guarantee payment less than 30 days from time of receipt and cannot agree to late fees that are incurred within that 30-day time period.

K. GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of DCRB its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by DCRB.

If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L. EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to DCRB, based upon the lowest price and technically acceptable quote.

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. Reservations

DCRB reserves the right to reject any and all offers.

DCRB is not liable for any expense incurred in the preparation, delivery or presentation of proposals, proposals, and materials in response to any solicitation, requirement, or request for information.

If, prior to execution of any contract, subsequent information or circumstances indicate that such contract is not in the best interest of DCRB, the right is reserved to rescind the offer and either award the contract to another Contractor or reject all offers.

B. Confidentiality

Confidential Information is any and all information which is proprietary, confidential, secret or otherwise, not generally known to the public, including personal and identifying information concerning participants in the Retirement Funds. Confidential Information shall not include information which, as established by credible evidence: (a) is or becomes public knowledge without any action by, or involvement of, the party receiving the Confidential Information hereunder: (b) is independently developed by the receiving party without the use of the other party's Confidential Information: (c) is already known to the receiving party at the time of disclosure under this Contract without restriction of confidentiality: (d) is disclosed to the receiving party by a third party who is entitled to disclose it without restriction of confidentiality: or (e) the disclosing party subsequently approves for disclosure without restrictions.

Each party, on behalf of itself and its employees and agents, agrees that it and its employees and agents: (a) shall not use any Confidential Information of the other party for any purpose other than to perform its obligations under this Contract; and (b) shall keep and maintain all Confidential Information as strictly confidential and shall not directly or indirectly transfer or otherwise disclose any such Confidential Information to any third party other than those of its employees with a need to have access thereto. Each party shall cause those of its employees and agents receiving Confidential Information of the other party to observe the terms of this Paragraph. Each party shall be responsible for any breach of this Paragraph by any of its employees or agents.

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

The successful Contractor will be required to execute and submit Confidentiality Contracts before service contract award. All person(s) assigned to the project in any capacity will be required to sign statements of confidentiality in order to participate in the project. The Contractor must certify that criminal background checks have been conducted on all person(s) participating in the project.

C. Indemnification

Contractor hereby agrees to hold harmless the Board, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify and exonerate same against and in respect of any and all claims, demands, damages, actions, costs, charges, losses, liabilities, and deficiencies, including legal fees and expenses, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of Contractor in this Contract; and/or (b) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right; and/or (c) Contractor's willful misfeasance, bad faith, negligence or reckless disregard of its obligations in providing services under the terms of the Contract.

D. Sole Property

All deliverables, reports, and documents produced in the performance of this Contract shall be the sole property of DCRB. The Contractor shall make no distribution of work specifically produced for DCRB under this Contract to others without the express written consent of the agency. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such reports.

E. Contractual Requirements

Contractors are each responsible for complying with all statutory provisions applicable to doing business in the District of Columbia and with DCRB; however, such compliance does not limit DCRB to any rights or remedies available to DCRB under other general, state or local laws.

F. Complete Contract

This Contract including all amendments, the Contractor's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and the Contractor and supersedes all prior negotiations, proposals, communications, understandings, representations, or Contracts, either written or oral, express or implied. All amendments or modifications of this Contract shall be in writing and executed by DCRB and the Contractor.

G. Prohibition Against Contingent Fees

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission,

percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Contract; except where: (a) Contractor has disclosed, in writing to the Board, that it has engaged such a company or person other than a bona fide employee to secure this engagement, and (b) the cost of such engagement is not charged to DCRB under the terms of compensation under this or any other current or subsequent Contract. For breach or violation of this warranty, DCRB shall, at its discretion, void this contract without liability, entitling DCRB to recover all monies paid hereunder and Contractor shall not make a claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if affected, shall not constitute the sole remedy of the Board for the falsity or breach, nor shall it constitute a waiver of the Board's right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to this Contract.

H. Assignment

Neither party will, directly or indirectly, assign or transfer any claim arising out of this Contract without the prior written consent of the other party whose consent shall not be unreasonably withheld or delayed. The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

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).”

I. Severability

If any court of competent authority finds that any provision of these Conditions is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

If any invalid, illegal or unenforceable provision of these Conditions would be valid, legal and enforceable if some part of it were modified or amended, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the Parties' original intention.

J. Notices

Any notice or consent required to be given in accordance with this Contract shall be in writing and shall be either (i) delivered by hand to the other party; (ii) mailed, with first class postage prepaid, to the address of the other party, by certified mail, return receipt requested, or (iii) sent electronically with a receipt detailing the transmitted message. Notices and requests for consent shall be addressed to the Chief Contracting Officer. The Executive Director of the Board is the Chief Contracting Officer for this Contract.

K. Maintenance of Books and Records

The Contractor shall maintain all books and records related to this Contract for a period of at least six (6) years from the date of final payment under this Contract and shall be made available for inspection upon reasonable request by DCRB.

L. Termination for Cause or Convenience

The contract may be terminated by DCRB in whole or in part for cause at any time.

If DCRB proposes terminating the contract for cause, DCRB shall first give ten (10) days prior written notice to the Contractor stating the reason for termination, and providing the Contractor an opportunity to cure the issues leading to termination. Contractor must submit a corrective action plan which outlines the methodology and timeline of each corrective action. The corrective action plan shall be provided to the COR or his designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan in response to the notice to cure shall result in DCRB terminating the contract for cause.

Contractor shall not be entitled to receive payment for labor or expenses incurred prior to termination unless accepted by the Board.

The contract may be terminated in whole or in part by DCRB for convenience at any time by giving the Contractor written notice. In such event:

- A. Contractor shall immediately cease performing the terminated work unless directed otherwise.
- B. Contractor shall be reimbursed for agreed upon fees and expenses incurred in preparing to perform the terminated work.
- C. Contractor shall not be compensated for anticipated future profit for the terminated work.

M. Warranty

The Contractor warrants that the goods or services will be delivered or performed with reasonable care in a diligent, professional and competent manner. The Contractor’s sole obligation will be to correct any non-conformance with this warranty. Contractor warrants that it is acting on its own behalf and not for the benefit of any other person.

The Contractor does not warrant and is not responsible for any third party products or services. DCRB’s sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party contractor and not against the Contractor.

N. Successor Contract

In the event DCRB awards a successor Contract to another entity covering the same matters as those assigned to Contractor under this Contract, then Contractor shall cooperate with DCRB to effect an orderly transition to the successor entity.

O. Taxes

DCRB is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

Tax exemption certificates are no longer issued by the District of Columbia for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to DCRB.

DCRB is Exempt from Federal Excise Tax- Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.

DCRB is Exempt from Sales and Use Tax – Registration No. 53-6001131, The District of Columbia Office of Tax and Revenue.

P. Payment and Invoicing

DCRB 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. DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the Contract. Invoices shall be prepared in duplicate and submitted to the agency Finance Department with concurrent copies to the Contracting Officer Representative. The address of the Finance Department is:

District of Columbia Retirement Board
Attn: Finance Department
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200
DCRB.Accountspayable@dc.gov

To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- A. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- B. Contract number, invoice number, and purchase order number (if applicable);
- C. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- D. Other supporting documentation or information, as required by the Contracting Officer;
- E. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- F. Name, title, phone number of person preparing the invoice;
- G. Name, title, phone number and mailing address of person (if different from the person identified) to be notified in the event of a defective invoice; and
- H. Authorized signature.

Q. Dispute Resolution

- A. The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Contract that is not resolved by mutual agreement.
- B. Any legal proceedings involving this contract shall be filed with a District of Columbia court with subject matter jurisdiction, and District of Columbia law shall apply, excluding its choice of law provisions.
- C. Pending a final settlement of or a final decision from a court on an action or appeal of, a dispute or a claim asserted by the Contractor against DCRB, the Contractor shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

R. Inspection of Goods and Services

DCRB has the right to inspect and test all goods or services called for by the contract, to the extent practicable at all times and places during the term of the contract. DCRB will perform inspections and tests in a manner that will not unduly delay the work. Inspections and tests by DCRB 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. DCRB will accept or reject goods or services as promptly as practicable after delivery, unless otherwise provided in the contract. DCRB's failure to inspect and accept

or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon DCRB, for non-conforming goods or services.

S. Security and Background Checks (NOT REQUIRED)

Due to the sensitive nature of the information that the Contractor's staff will be supporting, a background check shall be performed on all personnel and employees who are assigned to work on this contract. A background check will be performed initially and every two years thereafter consistent with DCRB's policies. The Contractor shall not assign anyone to work on this contract and shall immediately remove from work on this contract anyone who has been convicted within the past seven years of fraud or any felony or who is currently under arrest warrant. Any exceptions to this provision must be approved in writing by the Contracting Officer.

The background check must be returned in a favorable status prior to the Contractor commencing work on this contract. The background check shall be performed by the District of Columbia's Metropolitan Police Department located at 300 Indiana Avenue, N.W., Washington, DC 2001 and will be conducted through DCRB's security investigation contractor. The cost of the background must be paid directly by Contractor. DCRB may, at its discretion, seek reimbursement for the cost of the security and background investigation(s) conducted on contractor's personnel that the agency incurs.

In addition to the aforementioned background check requirement(s), each Contractor shall provide a risk mitigation plan, including but not limited to, the processes employed by the Contractor to provide data and personnel security in compliance with Privacy Act of 1974, 5 U.S.C. § 552a, and the Department of the Treasury's system of records notice TREASURY/DO .214 Fed Reg. 46284 (2005). The Contractor shall provide as part of the risk mitigation plan how it will meet the requirements of DCRB's Personally Identifiable Information (PII) Policy included as Appendix C by providing the following:

- A list of the anticipated threats and hazards that the contractor must guard against;
- A description of the safeguards that the contractor must specifically provide; and
- Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

Contractor and all personnel working on this contract must sign a confidentiality statement provided by DCRB as prescribed above in Section B. Confidentiality and be required to undergo DCRB security and privacy trainings upon contract award.

T. Governing Laws

This Contract shall be governed by and construed in accordance with the laws of the United States and the District of Columbia.

U. Freedom of Information Act

Contractor understands and acknowledges that DCRB is subject to the District of Columbia Freedom of Information Act (“Act”) and consents to the disclosure of its proposal, this Contract, and any information, recommendations, or advice received by DCRB from Contractor under this Contract, or such information, recommendations, or advice is subject to disclosure under the Act. DCRB shall use reasonable efforts to give notice of any demand for disclosure to Contractor as soon as reasonably practicable after demand for disclosure is made upon DCRB.

V. Insurance Requirements

The Contractor selected for contract award shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to DCRB giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, DCRB. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall ensure that all policies provide that DCRB shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide DCRB with ten (10) days prior written notice in the event of non-payment of premium.

a. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to DCRB with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by DCRB, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

b. Workers’ Compensation Insurance. The Contractor shall provide Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance. The Contractor shall provide employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Contractor shall carry all required insurance until all contract work is accepted by DCRB, and shall carry the required insurances for five (5) years following final acceptance of the work performed under an awarded contract.

These are the required minimum insurance requirements established by the District of Columbia.

HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY.

The Contractor is solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of DCRB.

DCRB shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

The Contractor shall immediately provide DCRB with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CCO.

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

District of Columbia Retirement Board
Attn: Procurement Office
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200
DCRB.Procurement@dc.gov

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

W. Force Majeure

Neither party shall be liable to the other for any loss, injury, delay, damages or other casualties suffered due to strikes, riots, fires, acts or omissions or the failure to cooperate by any third party, force majeure, acts of government, or any cause whether similar or dissimilar to the foregoing, beyond the reasonable control of such party.

X. Modification of Contract

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if in writing and signed by the Contractor and DCRB Contracting Officer. Administrative aspects of the Contract can be modified unilaterally by DCRB and is enforceable upon submission to the Contractor.

Y. Waiver

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

Z. Quality

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

AA. Appropriation of Funds

DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed by the President of the United States. Funds for the base period and additional option period(s) are subject to the availability of funds. DCRB's liability under this contract is contingent upon and subject to the availability of appropriated funds. The legal liability on the part of DCRB for the payment of any money shall not arise unless and until such appropriations shall have been provided.

BB. 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) An applicable Court Order, if any
- (2) Contract document, including any Federal or District of Columbia supply schedule contract
- (3) Contract attachments
- (4) RFP, including amendments
- (5) BAFOs (in order of most recent to earliest)
- (6) Contractor's Proposal