ATTACHMENT J.1

DCRB's Standard and Special Provisions for use with Supplies and Services Contracts

1. Disclosure of Litigation

Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving Contractor. The Contractor shall also disclose any material litigation threatened or pending for Subcontractors, Contractors, 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 or execution of a Contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. Contractor shall be required to file with DCRB comprehensive monthly reports regarding all threatened or pending litigation involving Contractor's operations and all threatened or pending litigation that may be considered material to the overall operations of Contractor.

2. Continuity of Services

Contractor recognizes that the services provided under this Contract are vital to DCRB and must be continued without interruption and that, upon Contract expiration or termination, a successor, another Contractor, at DCRB'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 DCRB and the new Contractor in any transition activities that the Contracting Officer, in conjunction with the CA, deems necessary during the term of the Contract. To that end, Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

3. Background Investigations and Other Integrity Requirements

3.1 DCRB may initiate investigations into the backgrounds of any of Contractor's officers, principals, investors, owners, employees, vendors, Subcontractors, or Subcontractors' officers, principals, owners, employees or vendors, or any other associates of Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies. 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 DCRB may prescribe. Contractor also agrees that DCRB may conduct background investigations of such persons.

3.2 DCRB 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; and (2) provide documents and other information of official interest as requested by DCRB.

4. Laws & Regulations Incorporated by Reference

The procurement rules promulgated under 7 DCMR 1600 *et seq*. shall govern this Contract. The services solicited are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. ("PPRA"); (ii) D.C. Council Contract review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-

204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

5. Publicity

5.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products or services by DCRB and shall not be so construed by Contractor in any advertising or other publicity materials.

5.2 Contractor agrees to submit to DCRB, all advertising, sales promotion, and other publicity materials relating to this Contract or any product or service furnished by Contractor wherein DCRB's name is mentioned, language is used, or Internet links are provided from which the connection of DCRB's name therewith may, in DCRB's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DCRB prior to such use.

6. 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.

7. Non-Disclosure Agreement

7.1 The Parties shall maintain as confidential, and shall not disclose to third parties without prior written consent, any of the Parties proprietary information including, but not limited to, the Parties' business activities, practices, systems, conditions, products, services, plans, methodologies and other related materials other than the Parties' information that is: (a) known to the Parties prior to disclosure to one another; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through source other than the Parties in violation hereof; (c) made known to the Parties by a third person who is not subject to any confidentiality obligation known to the parties and such third-party does not impose any confidentiality obligation on the Parties with respect to such information; or (d) independently developed by the Parties without use of any confidential information disclosed by the Parties hereunder.

7.2 Contractor shall at all times obtain the prior written approval of the Contracting Officer before it or any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement or issue any material for publication through any medium of communication, bearing on the work performed or the data collected under this Contract. DCRB shall obtain prior written approval of Contractor before it or any of its officers, agents, or employees, either during or after expiration or termination of the Contract make any statement or issue any material for publication through any medium of communication bearing on Contractor's plans, methodologies, systems, processes or related materials, utilized during the performance of work under this Contract.

7.3 Except as required by applicable legal or regulatory authority with competent jurisdiction, no information regarding the Parties' performance under the Contract shall be disclosed by the Parties unless written approval is obtained in advance from DCRB's General Counsel.

7.4 DCRB shall ensure that its personnel do not disclose to any non-DCRB person or organization information concerning Contractor's plans, methodologies, systems, processes or related materials, utilized to provide services under the Contract.

7.5 Trade secrets or similar proprietary data which Contractor does not wish disclosed to personnel other than those involved in contract administration or execution will be kept confidential to the extent permitted. The Contract shall identify and mark all proprietary materials.

8. Indemnification

8.1 Contractor hereby agrees to hold harmless DCRB, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify, defend 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.

8.2 Contractor assumes all risks for direct or indirect damage or injury to the property or persons used or employed in the performance of the Contract. Contractor shall also repair or replace any DCRB property that is damaged by Contractor, Contractor's officers, employees, agents, subcontractors,

or any other person acting for or by permission of Contractor while performing the work hereunder.

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

9. Sole Property

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

10. 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.

11. Complete Contract

This Contract including all amendments and modifications, Contractor's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and 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 Contractor.

12. 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 DCRB, 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 DCRB for the falsity or breach, nor shall it constitute a waiver of DCRB's

right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to this Contract.

13. Assignment

13.1 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. 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.

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

13.3 Notwithstanding an assignment of contract payments, 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)."

14. Severability

14.1 If any court of competent jurisdiction finds that any provision of these terms and conditions or Contract 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 terms and conditions shall not be affected.

14.2 If any invalid, illegal or unenforceable provision of these terms and conditions or Contract 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.

15. 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 Contracting Officer and the Contracting Officer Representative as outlined in Section F.

16. Examination and Maintenance of Books and Records

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 or its representatives.

17. Termination for Cause or Convenience

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

17.2 If DCRB proposes terminating the Contract for cause, DCRB shall first give ten (10) calendar days prior written notice to Contractor stating the reason for termination and providing 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 CA or the CA's designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan acceptable to DCRB in response to the notice to cure shall result in DCRB terminating the contract for cause.

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

17.4 The Contract may be terminated in whole or in part by DCRB for convenience at any time by giving Contractor written notice. In such event Contractor shall: (a) immediately cease performing the terminated work unless directed otherwise; (b) be reimbursed for agreed upon fees and expenses incurred in performing or preparing to perform agreed upon work under the Contract; and (c) not be compensated for anticipated future profit for performance of work terminated by DCRB.

18. 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 affect an orderly transition to the successor entity.

19. Taxes

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

19.2 Tax exemption certificates are no longer issued by the District for Federal Excise Tax.

19.3 The following statement or statements may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to DCRB: "The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland. The District of Columbia Government is Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury – Exemption No. 09339. The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

20. Dispute Resolution

Any protest and disputes between the Board and Consultant shall be resolved in accordance with the Board's dispute provisions at 7 DCMR 1615, which are incorporated herein by reference.

21. Governing Laws

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

22. 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 if 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.

23. 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.

24 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 Contractor and Contracting Officer. Administrative aspects of the Contract can be modified unilaterally by DCRB and shall be enforceable upon submission to Contractor.

25 Waiver

The waiver of any breach of any provision of this contract shall not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

26 Appropriation of Funds

26.1 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 any additional option period(s) or extensions 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.

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

27 Officials Not to Benefit

27.1 Unless a determination is made as provided herein, no officer or employee of DCRB will be admitted to any share or part of this Contract or to any benefit that may arise therefrom, and any Contract made by the Contracting Officer or any DCRB employee authorized to execute contracts

in which they or an employee of DCRB will be personally interested shall be void, and no payment shall be made thereon by DCRB or any officer thereof, but this provision shall not be construed to extend to this Contract if made for the agencies general benefit. A DCRB employee shall not be a party to a Contract with DCRB and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by DCRB's General Counsel that there is compelling reason for contracting with the employee, such as when DCRB's needs cannot reasonably otherwise be met.

27.2 Contractor represents and covenants that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services herein. Contractor further covenants not to employ any person having such known interests in the performance of this Contract.

28 **Agreement of the Parties.**

Contractor agrees to furnish and deliver all items and perform all the services set forth or otherwise identified in this Contract. The rights and obligations of the Parties to this Contract shall be subject to and governed by: (a) this Contract; (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

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