



District of Columbia Retirement Board (DCRB)

Request for Professional Services to Perform Security Assessment
and Authorization Testing for One Major Application (Data
Management) and One General Support System (GSS)

Solicitation Number: DCRB-16-028

Release Date: August 8, 2016

Eric Stanchfield, Executive Director

900 7th Street, N.W. Second Floor, Washington, DC 20001

Statement of Work

A. Background

The District of Columbia Retirement Board (DCRB) depends on the Information Technology Department to successfully carry out its mission and business functions. The DCRB information systems could be subject to serious threats such as unauthorized access, successful installation of malicious code, denial of service, etc., that can have adverse effects on its organizational operations and assets, individuals, or its business partners by exploiting both known and unknown vulnerabilities that would potentially compromise the confidentiality, integrity, or availability of the information being processed, stored, or transmitted by those systems. Threats to information systems could include purposeful attacks, environmental disruptions, human/machine errors, and structural failures, and result in harm to DCRB operations; such as DCRB's mission, functions, image, and reputation.

Given the significant and growing danger of these threats, it is imperative that DCRB understands the need and responsibility to achieve adequate information security as well as to manage its information system-related security risks for new and existing systems.

DCRB is soliciting for professional services to perform systems security evaluation and testing in support of the Data Management System Major Application (MA) and the General Support system (GSS) Assessment & Authorization (A&A). This would help determine the appropriateness and adequacy of established security controls before the systems can be officially authorized into operation, and as part of Federal Information Security Management Act (FISMA) and the National Institute of Standard and Technology (NIST) requirements.

B. Purpose

The DCRB is soliciting a Request for Quote (RFQ) from vendors to provide professional services to perform systems security test and evaluation in support of the Data Management System Major Application (MA) and the General Support System (GSS) Assessment & Authorization (A&A).

The Assessment and Authorization testing would ensure the appropriate security controls are established and risks are assessed before the systems can be officially authorized into operation as required by FISMA and NIST, such as NIST Special Publication 800-53A, Rev.4, *Assessing Security and Privacy Controls in Federal Information Systems and Organizations*.

C. Overview of the Data Management System and the GSS

DCRB is seeking to modernize the defined benefit retirement service process and provide enhanced member services through the Retirement Modernization Program (“Program”). The Program’s mission is to support DCRB benefit services for all members, and to expand and improve benefit administration capabilities, resulting in the timely and accurate payment of benefits to retirees, survivors, and beneficiaries. The key benefit of the Program is to help facilitate the modernization of DCRB’s administrative capability, to provide the timely and accurate payment of benefits, and to enhance services to members by using data housed in the District’s PeopleSoft system.

The *Data Management Project* (the “Project”) is an initiative within the Program with a focus on providing the necessary tool set for transmitting/receiving, transforming, validating, verifying, reclaiming, cleansing, and storing of data of active plan members facilitating enhancements to their benefits-related services. These tools include an Enterprise Service Bus (ESB), Enterprise Data Quality (EDQ) system, and Master Data Management (MDM) system as well as the services necessary for installation, configuration, and customization; hardware costs; and training of DCRB staff. Each of these three tools is part of the communication chain from the District of Columbia’s PeopleSoft Human Resource (HR) system to the DCRB databases.

The *GSS* is the local area network that provides the infrastructure to support the DMS. The LAN includes a group of DCRB computers and associated devices that share common communication lines and/or wireless link to servers and applications. The DCRB LAN encompasses computer systems and peripherals that are connected to servers within DCRB and share resources such as a printer or network storage.

D. Scope of Work

a. FISMA Compliance Assessment and Authorization Testing Requirements

- i. The offeror shall perform operating effectiveness testing of the Data Management system and its underlying DCRB GSS to determine if the necessary minimum security requirements are implemented in close collaboration with DCRB staff. The testing will include, but is not limited to the following:
 - System Security Plans
 - Business Impact Assessments
 - Information System Contingency Plans

- Security Assessment Plans
- Hardware and Software Inventory
- Security Assessment Reports
- Incident Response & Readiness Assessment
- Privacy Impact Assessments
- Configuration Management Plans
- Plan of Action & Milestones
- Penetration & Vulnerability Testing

b. Architecture Environment Overview

Below is a summary of the key components of the DCRB architecture.

	Description	Total Number	Comments
a.	Number of employees	70	
b.	Number of Workstations	100	
c.	Business units	6	
d.	Number of Databases	51	Database Servers
e.	Number of Servers	300	~50 Physical and 250 Virtual
f.	Locations	2	1 Primary & 1 DR site
g.	Network Devices	44	

E. Deliverables

The following details the deliverables/services to be provided to DCRB in performance of a subsequent contract. The offeror shall provide detailed descriptions on how it plans to meet each of the deliverables in its technical response. All deliverables shall be provided to the Database and Security Manager who shall serve as the COR for this Contract or his/her designee.

	Tasks	Description	Submittal Requirements	Format	Schedule	Acceptance Criteria
1.	Kick Off Meeting	Offeror shall contact the COR to arrange a meeting to initiate action and start date.	Phone/In-person, WebEx	Discussion	Within five (5) business days of contract award	N/A

2.	Task 1 Requirement analysis and assessment	Offeror shall conduct a review of DCRB's security package documentation and discuss assessment activities including the collection of required information and conduct/schedule meetings for testing the MDM and GSS Security Package.	Report/ Phone/In-person, WebEx	Word/PDF	Within ten (20) business days after the Kick Off Meeting	The review Security package documentation and other assessment and authorization artifacts.
3.	Task 2 Develop a Project Plan	The offeror shall create a high-level project plan from a detailed project scope with tasks, dependencies, milestones, and resource allocation as related to Task 3.	Report	MS Project	Within two (2) weeks after Task 1 begins	Project Plan must meet the Project Management Institute standards

4.	Task 3 Security Package Documentation	Fully perform a review, testing and assessment of the MDM and GSS Security Package in accordance with FISMA and NIST Guidelines. a. System Security Plans b. Hardware and Software Inventory c. Business Impact Assessments d. Privacy Impact Assessments e. Information System Contingency Plans f. Configuration Management Plans g. Security Assessment Plans h. Security Assessment Reports i. Plan of Action & Milestones j. Penetration & Vulnerability Testing k. Incident Response & Readiness Assessment	Documentation & Report	Word/PDF	Within 2 months after kick off meeting.	Documents must meet the NIST Special Publications and FIPS such as 800-37 Rev.1, 800-53A Rev. 4, 800-53, Rev.4, Rev.1, 800-30, Rev.1, 800-34, Rev.1, 800-47
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5.	Task 4 Delivery of Security Package Documentation	Offerer shall deliver a complete, accurate and finalized report of the Assessment and Authorization testing and recommendation to DCRB in an acceptable format as per FISMA and NIST guides.	Documentation & Report	Word/PDF	Within 3 months after kick off meeting.	Documents must meet the NIST Special Publications and FIPS such as 800-53, Rev. 4, 800-37, Rev.1, 800-30, Rev. 1, 800-34, Rev.1
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F. Basis of Award

This procurement will be awarded on a Best Value basis with technical being more important than price. The DCRB will not make an award to an offeror if the DCRB makes a determination that an offeror does not have the technical ability to successfully perform the work contained in this RFQ.

Best Value determination will be reached by comparing the differences in the value of the technical factors with the differences in the prices proposed. In making this comparison, DCRB is more concerned with obtaining superior services than lowest overall price. However, the DCRB shall not make an award at a significantly higher overall price to achieve only slightly superior service. DCRB reserves the right to award this effort based on the initial offers received. Accordingly, each initial offer should be submitted on the most favorable terms from a price and services standpoint which the offeror can submit to DCRB. DCRB reserves the right to use preferred skills in evaluating offeror price quotes.

The offeror's proposal should be organized and presented in 2 separate sections with the total number of pages in the proposal limited to 15 pages.

Technical proposal

The offeror will provide information about recent (past three years) of three successful projects of a similar nature for Federal and or state or local entities. Please include the following information about each engagement:

1. Name and address of customer and point of contact (name, email and telephone number).

2. Describe how the scope of each effort was similar to the requirements described in this RFQ.
3. Was the project successful- were all performance expectations met?
4. Describe the technical approach and methodology and how that approach will be successfully used at DCRB.
5. Describe the quality control system you will be deploying to ensure that all services are performed in conformance with this RFQ.
6. Provide the names of the staff that will be assigned to this engagement and their experience with similar engagements.

Price Proposal

Identify all labor hour categories which will be used for this engagement, the total number of estimated hours, the price per hour and the total estimated price for each category.

Item	Labor Category	Quantity (Number)	Price/Hour	Total
	Total			

G. Schedule of Events

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

Activity	Scheduled Date
Release of RFQ	August 8, 2016
Deadline for Questions	August 11, 2016
DCRB Response to offeror's Questions	August 15, 2016
Quote Due Date	August 22, 2016

H. 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 vendor is selected, there shall be no communication by contractors with any DCRB Board or staff members other than the DCRB designee. Failure to comply with this provision of the procurement will result in quote rejection and disqualification.

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

Name:	Neda Bolourian
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

I. Questions and RFQ Amendment

All questions must be submitted in writing via e-mail by 5:00pm August 11, 2016 to “DCRB.procurement@dc.gov”. All questions must include the name of the firm and the name of the submitter. **Quotes are due by 5:00pm on August 22, 2016.**

J. Terms and Conditions

The terms and conditions that shall govern this solicitation and the resulting purchase order are the contractors supply schedule terms and conditions. Contractor shall reference the supply schedule contract number when responding to this solicitation. The resulting purchase order shall contain the supply schedule contract number for reference.

K. Terms and Conditions Inspection- Time and Material and Labor

(a) Definitions. As used in this clause—

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred

in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute. (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to

Government property.

THE DISTRICT OF COLUMBIA RETIREMENT BOARD'S 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, quotes, 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 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 DCRB, 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 DCRB 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

1. 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.

2. 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. DCRB's Executive 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 DCRB.

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 vendor 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 the 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. The 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 Chief 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 Contract.
- 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 the 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 the DCRB, for non-conforming goods or services.

S. Governing Laws

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

T. 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.

U. Insurance Requirements

The Offeror selected for contract award shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Offeror shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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, the 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 Offeror shall ensure that all policies provide that the 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 Offeror shall provide the DCRB with ten (10) days prior written notice in the event of non-payment of premium.

a. Commercial General Liability Insurance. The Offeror shall provide evidence satisfactory to the 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 Offerors. The policy coverage shall include the DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by the DCRB,

and shall contain a waiver of subrogation. The Offeror shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

b. Workers' Compensation Insurance. The Offeror 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 Offeror 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 Offeror shall carry all required insurance until all contract work is accepted by the 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 OFFEROR'S LIABILITY.

The Offeror are 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 the DCRB.

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

The Offeror shall immediately provide the 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 CO.

The Offeror 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 Offeror agrees that the 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 Offeror, its agents, employees, servants or sub Offerors in the performance of this contract.

V. 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.

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

X. 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.

Y. 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.

Z. 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.

Vendor Name

Vendor Signature and Date