

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			DCRB Printing Services – Step 1			1	38
2. Contract Number		3. Solicitation Number DCRB-2022-IFB-0001		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 05/18/2022	
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By: District of Columbia Retirement Board 900 7th Street, NW, 2nd Floor Washington, DC 20001				8. Address Offer to: District of Columbia Retirement Board 900 7th Street, NW, 2nd Floor Washington, DC 20001			
NOTE: In sealed proposal solicitations "offer" or "offeror" means "bid" or "bidder"							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will via <u>electronic format via Box.com.</u> https://app.box.com/s/i2e8ldtiy6hciu7g6tpj1fyzb6fw3ywy by <u>2:00 PM</u> local time <u>June 7th, 2022.</u> (Hour) (Date)							
CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.							
10. For Information Contact		A. Name Albert Walker		B. Telephone (Area Code) (Number) (Ext) 202 343-3204		C. E-mail Address albert.walker2@dc.gov	
11. Table of Contents							
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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the 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		Amendment Number	Date	
15A. Name and Address of Offeror		<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			16. Name and Title of Person Authorized to Sign Offer/Contract Dorothy Hale, Contract Officer		
15B. Telephone (Area Code) (Number) (Ext)					17. Signature		18. Award Date
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
2. Name of contracting Officer (Type or Print)		23. Signature of Contracting Officer (district of Columbia)				24. Award Date	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Retirement Board (DCRB) is seeking the services of a professional printer to produce publications created from DCRB-supplied electronic files that include, but are not limited to, special projects, letter(s), a packet of mailings sent yearly related to a healthcare Open Enrollment period, Comprehensive Annual Financial Reports (CAFR) booklets, and Summary Plan Descriptions (SPDs), for the District of Columbia Police Officers and Firefighters' Retirement Plan and the District of Columbia Teachers' Retirement Plan.

B.2 The DCRB contemplates award of a requirements contract.

B.3 **RESERVED (PRICE SCHEDULE)**

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SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The District of Columbia Retirement Board (DCRB) is seeking the services of a professional printer to produce publications created from DCRB-supplied electronic files that include, but are not limited to, special projects, letter(s), a packet of mailings sent yearly related to a healthcare Open Enrollment period, Comprehensive Annual Financial Reports (CAFR) booklets, and Summary Plan Descriptions (SPDs), for the District of Columbia Police Officers and Firefighters' Retirement Plan and the District of Columbia Teachers' Retirement Plan.

C.2 APPLICABLE DOCUMENTS

Not applicable

C.3 DEFINITIONS

Not applicable

C.4 BACKGROUND

C.4.1 DCRB is an independent agency of the District of Columbia Government. DCRB was created by the U. S. Congress in 1979 under the Retirement Reform Act and was given exclusive authority and discretion to manage and control the District of Columbia Police Officers and Fire Fighters' Retirement Fund and the District of Columbia Teachers' Retirement Fund (collectively referred to as the Fund). The Fund pays benefits that accrue under the District of Columbia Police Officers and Firefighters' Retirement Plan and the District of Columbia Teachers' Retirement Plan (the Plans). As of October 1, 2020, the Plans had approximately 26,000 members: 11,000 active members, as well as 15,000 retirees and survivors.

C.4.2 Newsletters. Until 2020, DCRB newsletters were published quarterly. The newsletters are typically between six pages and are mailed to approximately 6,000 and 17,000 retired members. Active members have access to electronic copies via DCRB's website.

C.4.3 Open Enrollment Letters. Open Enrollment information and letters are sent in October and/or November of each year to approximately 12,000 members.

C.4.4 New Self-Service Function Announcement. DCRB is also planning to send communications materials to approximately 15,000 retirees announcing a new self-service function, and Benefits Statements to approximately 11,000 active members regarding their estimated retirement benefit).

C.4.5 Special Printing and Mailing Services. Additional Special Printing and Mailing Services are required on ad hoc basis and usually related to unanticipated retiree member communication projects.

DCRB Printing Services

C.5 REQUIREMENTS

C.5.1 General Requirements

- C.5.1.1** Contractor shall provide the management, operations, labor equipment, goods, and supplies necessary to print and deliver newsletters, letters, brochures, and other publications.
- C.5.1.2** The Contractor shall also provide printing and mailing list processing services.
- C.5.1.3** The Contractor shall collaborate and coordinate with DCRB to schedule the release of the required information and materials. The CAFR, SPDs, Open Enrollment packets, and some newsletters, etc. have legal requirements that govern their release.
- C.5.1.4** The Contractor must be available during DCRB's standard business hours of 8:30 a.m. and 5 p.m. (Monday through Friday) and be able to meet agreed upon deadlines.
- C.5.1.5** The Contractor must also provide DCRB with editable print and electronic proofs to be reviewed and authorized for release by DCRB to continue the information dissemination and production process within the allotted timeframe in order meet the established deadlines.
- C.5.1.6** The proposed final products will be reviewed by DCRB to ensure conformance with the content and format parameters to include perspective in terms of timelines, accuracy, and effectiveness in meeting requirements and/or expected results.

C.5.2 Printing and Binding Services

- C.5.2.1** The Contractor shall provide printed material, full color and black and white, including but not limited to the previously named brochures, booklets, annual reports, and newsletters. The services shall include, but not be limited to: binding, folding, drilling, cutting, trimming, saddle-stapling, corner- or side-stapling, perfect binding, perforating, embossing, coil binding, etc.
- C.5.2.2** The Contractor shall confirm receipt of graphic design files from DCRB's designer (internal staff or external graphics vendor) for print.
- C.5.2.3** This process may be completed by email or online submission portal. The Contractor shall immediately notify DCRB by email and follow-up with a telephone call to document the work products are be made available online.
- C.5.2.4** The Contractor shall work with DCRB and a graphics vendor to specify the file type(s) necessary for printing software/hardware.
- C.5.2.5** The Printing and Binding Services provided by the Contractor shall also include, but not limited to, the following:
 - (a) Providing all necessary staff to perform the services.
 - (b) Providing full copying and printing services for DCRB, to include:

DCRB Printing Services

- i. printing.
- ii. black and white full-service photocopying on 8.5" x 11", 8.5" x 14", 11" x 17",
- iii. and 25.5" x 11" paper, collating, stapling, laminating, and other services associated with a retail copy shop.
- iv. color copying on 8.5" x 11", 8.5" x 14", 11" x 17", and 25.5" x 11" paper\ collating, stapling, laminating, and other services associated with a retail copy shop.
- v. four color process, embossed business cards, greeting cards, pamphlets, and envelopes.

(c) Providing full binding service to include folding, drilling, cutting, trimming, saddle-stapling, corner- or side stapling, perfect binding, perforating, scoring, embossing, coil binding, etc.

C.5.3 Fulfillment (Delivery, Mailing and Packaging Services)

C.5.3.1 The Contractor shall offer bulk rates to include, but not be limited to, address printing, list processing, mailing/handling services for the newsletters and other mailings as requested by DCRB. List processing should include, but not be limited to, Coding Accuracy Support System (CASS) Certification, deletion of duplicates, checking for non-deliverable mail, and National Change of Address (NCOA).

C.5.3.2 The Contractor shall return the updated NCOA records and the non-mailable records to DCRB, so that DCRB may update its database. Mailing lists may contain personally identifiable information (PII) and should be handled accordingly. The Contractor and its employees are subject to criminal sanctions under the Privacy Act for any violations that may occur due to oversight or negligence.

C.5.3.3 The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes, and shall secure and maintain any licenses, permits and/or certifications required to provide the services.

C.5.3.4 Pickup and Delivery Services: The Contractor shall provide for the pickup and delivery to Contractor's place of business of any materials needed for services required to be competed at another location.

C.5.3.5 Parcel, Packaging, and Shipping Services: The Contractor shall provide full mail and package handling services for DCRB, to include, but not be limited to bulk rate:

- (a) packaging services and packing supplies;
- (b) parcel handling, storage, shipping and receiving;
- (c) parcel distribution and customer notification;
- (d) mailing supplies; and
- (e) metered mail and stamps (cost provided to DCRB; however, DCRB may allow contractor to use DCRB Permit #).

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C.5.3.6 Scheduling of Projects: The Contractor shall provide the projected schedule for any printing project upon request by DCRB. DCRB will submit any information required to the Contractor to meet legal deadlines.

C.5.3.7 The Contractor shall ensure that all mailings are delivered on schedule to a Washington, DC, United States Postal Service (USPS) facility for shipping. The Contractor shall complete all necessary arrangements, including permits, prior to delivery.

C.5.3.8 Printing Specifications. Printing Specifications for the work products are detailed below. DCRB reserves the right to make changes to these specifications in coordination with the Contractor. Changes to the specifications will be communicated to the vendor by the DCRB Contract Administrator detailed in Section below.

C.5.4 Fall Newsletter

C.5.4.1 The Contractor shall produce and deliver DCRB's Fall Newsletter. The Fall Newsletter shall be mailed to all of DCRB's retirees and survivors.

C.5.4.2 The Fall Newsletter the Contractor produces and delivers shall be a four to six -page document that is printed in four colors, mailed, and delivered yearly in October. DCRB will provide the addresses drawn from its pension system. The process shall include address cleansing and fulfillment requirements.

- a. Paper Size – Single sheet 8.5” x 11”, Double sheet 17” x 11” folded to 8.5” x 11”, Triple sheet 25.5” x 11” folded to 8.5” x 11”.
- b. Number of Pages – Two (2) pages (front and back), Four (4) pages, (6) pages.
 - i. Two (2) pages = 1 page of 8.5” x 11” paper printed front and back.
 - ii. Four (4) pages = one 17” x 11” piece of paper folded to 8.5” x 11” and printed on all 4 sides.
 - iii. Six (6) pages = 25.5” x 11” tri-folded to 8.5” x 11” and printed on all 6 sides.
- c. Paper Type – White 70lb Coated Offset.
- d. Binding – Folded and tri-folded and held closed using three wafer seals.
- e. Quantity – Up to 17,000.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – 4 colors.
- h. Pre-production Proof – Yes.

C.5.5 Winter Newsletter

C.5.5.1 The Contractor shall produce and deliver DCRB's Winter Newsletter. The Winter Newsletter shall be mailed to police officer and firefighter retirees and their survivors.

C.5.5.2 The Winter Newsletter shall be a four-page document that is printed in four colors, mailed, and delivered yearly in February. DCRB will provide the addresses drawn from its pension system. The process shall include address cleansing and fulfillment requirements.

DCRB Printing Services

- a. Paper Size – Single sheet 8.5” x 11”, Double sheet 17” x 11” folded to 8.5” x 11”, Triple sheet 25.5” x 11” folded to 8.5” x 11”.
- b. Number of Pages – 2 pages (front and back), 4 pages, 6 pages.
 - i. Two (2) pages = 1 page of 8.5” x 11” paper printed front and back.
 - ii. Four (4) pages = one 17” x 11” piece of paper folded to 8.5” x 11” and printed on all 4 sides.
 - iii. Six (6) pages = 25.5” x 11” tri-folded to 8.5” x 11” and printed on all 6 sides.
- c. Paper Type – White 70lb Coated Offset.
- d. Binding – Folded and tri-folded and held closed using three wafer seals.
- e. Quantity – Up to 10,000.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – 4 colors.
- h. Pre-production Proof – Yes.

C.5.6 Spring Newsletter

C.5.6.1 The Contractor shall produce and deliver DCRB’s Spring Newsletter. The Spring Newsletter shall be mailed to all retirees and survivors.

C.5.6.2 The Spring Newsletter shall be a four-page document that is printed in four colors, mailed, and delivered yearly in May. DCRB will provide the addresses drawn from its pension system. The process shall include address cleansing and fulfillment requirements.

- a. Paper Size – Single sheet 8.5” x 11”, Double sheet 17” x 11” folded to 8.5” x 11”, Triple sheet 25.5” x 11” folded to 8.5” x 11”.
- b. Number of Pages – 2 pages (front and back), 4 pages, 6 pages.
 - i. Two (2) pages = 1 page of 8.5” x 11” paper printed front and back.
 - ii. Four (4) pages = one 17” x 11” piece of paper folded to 8.5” x 11” and printed on all 4 sides.
 - iii. Six (6) pages = 25.5” x 11” tri-folded to 8.5” x 11” and printed on all 6 sides.
- c. Paper Type – White 70lb Coated Offset.
- d. Binding – Folded and tri-folded and held closed using three wafer seals.
- e. Quantity – Up to 17,000.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – 4 colors.
- h. Pre-production Proof – Yes.

C.5.7 Summer Newsletter

C.5.7.1 The Contractor shall produce and deliver DCRB’s Summer Newsletter. The Summer Newsletter shall be mailed to teacher retirees and their survivors.

C.5.7.2 The Summer Newsletter shall be a four-page document that is printed in four colors, mailed, and delivered yearly in August. DCRB will provide the addresses drawn

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from its pension system. The process shall include address cleansing and fulfillment requirements.

- a. Paper Size – Single sheet 8.5” x 11”, Double sheet 17” x 11” folded to 8.5” x 11”, Triple sheet 25.5” x 11” folded to 8.5” x 11”.
- b. Number of Pages – 2 pages (front and back), 4 pages, 6 pages.
 - i. Two (2) pages = 1 page of 8.5” x 11” paper printed front and back.
 - ii. Four (4) pages = one 17” x 11” piece of paper folded to 8.5” x 11” and printed on all 4 sides.
 - iii. Six (6) pages = 25.5” x 11” tri-folded to 8.5” x 11” and printed on all 6 sides.
- c. Paper Type – White 70lb Coated Offset.
- d. Binding – Folded and tri-folded and held closed using three wafer seals.
- e. Quantity – Up to 7,000.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – 4 colors.
- h. Pre-production Proof – Yes.

C.5.8 CAFR (Annually)

C.5.8.1 The Contractor shall produce and deliver DCRB’s CAFR. DCRB’s CAFR shall consist of various reports, including pictures, text and graphs that are created by DCRB staff, as well as from external and stakeholder agencies.

C.5.8.2 The Contractor shall deliver 50 to 100 booklets to DCRB’s offices. The exact number of booklets will be determined by the DCRB Contract Administrator.

- a. Paper Size – Single sheet 8.5” x 11”.
- b. Number of Pages – 100 to 150 pages, plus cover.
- c. Paper Type – Text 60lb white; Cover – white 60lb.
- d. Binding – Perfect bind.
- e. Quantity – Up to 50.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – Cover, 4-color; Text – black and spot 4 color.
- h. Pre-production Proof – Yes.

C.5.9 Open Enrollment Letter

C.5.9.1 The Contractor shall produce and deliver DCRB’s Open Enrollment Letter. The Open Enrollment Letter shall be mailed to approximately 12,000 members who have health coverage. DCRB will provide addresses drawn from its pension system. The process shall also include address cleansing and fulfillment requirements.

- a. Paper Size – Single sheet 8.5” x 11”, with an envelope that measures 4.125” x 9.5”.
- b. Number of Pages – 1 to 2 pages (double-sided), single envelope per letter.
- c. Paper Type – 60lb white offset; Print Shell 2/0, then Print K/0 Variable data.
- d. Binding – Folded.
- e. Quantity – Up to 12,000.

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- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – 4-color or black and spot 2 color, as needed.
- h. Pre-production Proof – Yes.

C.5.10 Open Enrollment Packet

- C.5.10.1** The Contractor shall produce and deliver the Open Enrollment Packet. The Open Enrollment Packet shall be mailed to its approximately 12,000 members during each yearly Open Enrollment in November. teacher retirees their survivors.
- C.5.10.2** The Open Enrollment Packet shall consist of forms, plans, rate sheets, calculation sheets, and other pertinent information. DCRB will provide the addresses drawn from its pension system. The process shall include address cleansing and fulfillment requirements.
- C.5.10.3** The mailing jacket shall comprise 1 letter, 1 Medicare sheet, 1 plan rate sheet (1 page double-sided), information on health plans (20-30 pages stapled) and an enrollment form (1 page double-sided).

- a. Paper Size – Single sheet and one packet 8.5” x 11”, with a 9” x 12” window booklet envelope.
- b. Number of Pages – approximately 40 pages/packet total maximum, 1 envelop.
- c. Paper Type – 60lb white offset; Print Shell 2/0, then Print K/0 Variable data 24lb white.
- d. Binding – Trim, no finish.
- e. Quantity – Up to 12,000.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – Cover – 4 colors or black and spot 2 color, as needed.
- h. Pre-production Proof – Yes.

C.5.11 Summary Plan Description District of Columbia Police Officers and Firefighters’ Retirement Plan (Police/Fire Plan)

- C.5.11.1** The Contractor shall produce and deliver booklets summarizing the provisions of the Police/Fire Plan. The booklets shall be mailed to active members, retirees, and survivors (approximately 8,500) every five years.
- C.5.11.2** The Contractor shall produce and deliver to DCRB an additional 1,500 booklets are printed to provide hard paper copies for any newly hired active members who request them.

The hard paper copies are provided to retirees and survivors only.

- a. Paper Size – 8.5” x 11”.
- b. Number of Pages – up to 100 pages.
- c. Paper Type – 60lb. Cover - 60lb stock; Text – 60lb text.
- d. Binding – Perfect bind.
- e. Quantity – Up to 10,000.
- f. 1 or 2 Sided – 2 sided.

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- g. Ink Color(s) – Cover – 4 colors or black and spot 2 color, as needed; pages are black ink (with possible gray shading for headings and chart(s)).
- h. Pre-production Proof – Yes.

C.5.12 Summary Plan Description District of Columbia Teachers' Retirement Plan (Teachers' Plan)

C.5.12.1 The Contractor shall produce and deliver the Open Enrollment Packet. The Open Enrollment Packet shall be mailed to its

C.5.12.2 A booklet summarizing the provisions of the Teacher' Plan is provided to active members, retirees and survivors (approximately 6,000) every five years.

C.5.12.3 An additional 1,500 booklets are usually printed to provide hard copies for any newly hired active members who request them over the subsequent five years. The current booklet is 68 pages in length. Paper copies are provided to retirees and survivors only.

- a. Paper Size – 8.5" x 11".
- b. Number of Pages – up to 80 pages.
- c. Paper Type – 60lb. Cover – 60lb stock; Text – 60lb text.
- d. Binding – Perfect bind.
- e. Quantity – Up to 7,500.
- f. 1 or 2 Sided – 2 sided.
- g. Ink Color(s) – Cover – 4 colors or black and spot 2 color, as needed; pages are black ink (with possible gray shading for headings and chart(s)).
- h. Pre-production Proof – Yes.

C.5.13 General Mailing 1

C.5.13.1 As directed by the DCRB Contract Administrator, the Contractor shall produce and deliver General Mailing 1. General Mailing 1 shall consist of letters or memoranda that is one to three pages printed in black lettering.

- a. Paper Size – 8.5" x 11".
- b. Number of Pages – 1 to 3.
- c. Paper Type – bond or regular copy paper.
- d. Binding – corner staple.
- e. Quantity – Up to 26,000.
- f. 1 or 2 Sided – usually 2 sided.
- g. Ink Color(s) – Cover – no cover (could be a one-sided cover page); black ink.
- h. Pre-production Proof – Yes

C.5.13.2 General Mailing 2

C.5.13.3 As directed by the DCRB Contract Administrator, the Contractor shall produce and deliver General Mailing 2. General Mailing 2 shall consist of letters or memoranda that is one to three pages printed in black lettering.

- a. Paper Size – 8.5" x 11".

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- b. Number of Pages – 1 to 3.
- c. Paper Type – bond or regular copy paper.
- d. Binding – corner staple.
- e. Quantity – Up to 26,000.
- f. 1 or 2 Sided – usually 2 sided.
- g. Ink Color(s) – Cover – no cover (could be a one-sided cover page); black ink.
- h. Pre-production Proof – Yes.

C.5.14 Benefit Statements

C.5.14.1 The Contractor shall produce and deliver the Statements of Estimated Benefits. The Statements of Estimated Benefits shall be mailed to its active Plan members annually. The Statements of Estimated Benefits shall provide members with an estimate of their pension benefit at the earliest date they are eligible to retire, as well as the amount currently vested under their Plan.

- a. Paper Size – 8.5” x 11”.
- b. Number of Pages – 1, double sided (cover letter/statement).
- c. Paper Type – Single sheet 8.5” x 11”, with envelopes that measure 4.125” x 9.5” with window
- d. Binding – folded.
- e. Quantity – Up to 12,000.
- f. 1 or 2 Sided – 1 sided.
- g. Ink Color(s) –black
- h. Pre-production Proof – Yes

C.5.15 Self-Service Announcement

C.5.15.1 When directed to do so by the DCRB Contract Administrator, the Contractor shall produce and deliver the Self-Service Function Announcement. The announcement shall include a 1-to-2-page cover letter, set of Frequently Asked Questions (of 3 to 4 pages), and 1 to 2 other documents illustrating how to access the portal and use the function.

C.5.15.2 The Contractor shall mail the login and introduction packet materials to approximately 15,000 annuitants and survivors with current annuity payments.

C.5.15.3 Self Service Introduction Letter

- a. Size - 8 ½ x 11
- b. Number of Pages – 1 page, single 9.5” x 4.124” envelope per letter
- c. Paper –60lb white offset, Print Shell 2/0, then Print K/0 Variable data
- d. Binding – Folded
- e. Quantity – Up to 15,000
- f. 1 or 2 Sided – 2 sides
- g. Ink Color(s) – black ink
- h. Pre-production Proof – Yes

C.5.15.4 ID Me User Guide

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- a. Size – 8 ½” x 11
- b. Number of Pages – 2 to 4 double sided
- c. Paper – bond or regular copy paper
- d. Binding – corner staple
- e. Quantity – Up to 15,000
- f. 1 or 2 Sided – 2 sides
- g. Ink Color(s) – black ink
- h. Pre-production Proof – Yes

C.5.15.5 Self Service User Guide

- a. Size – 8 ½” x 11
- b. Number of Pages – 2 to 4 double sided
- c. Paper – bond or regular copy paper
- d. Binding – corner staple
- e. Quantity – Up to 15,000
- f. 1 or 2 Sided – 2 sided
- g. Ink Color(s) – black ink
- h. Pre-production Proof – Yes

C.5.15.6 FAQs

- a. Size – 8 ½” x 11
- b. Number of Pages – 2 double sided
- c. Paper – bond or regular copy paper
- d. Binding – corner staple
- e. Quantity – Up to 15,000
- f. 1 or 2 Sided – 2 sided
- g. Ink Color(s) –black ink
- h. Pre-production Proof – Yes

C.5.15.7 Package Mailer

- a. Size - Single sheet and one packet 8.5” x 11”, 9” x 12” window booklet envelope
- b. Number of Pages capacity– approximately 10 pages/packet total maximum, 1 envelope
- c. Paper – 60lb white offset, Print Shell 2/0, then Print K/0 Variable data 24lb white
- d. Binding – Trim, no finish
- e. Quantity – Up to 15,000
- f. Ink Color(s) –black ink
- g. Pre-production Proof – Yes

C.5.16.1 Reporting

Contractor shall coordinate the work with DCRB staff. Progress reports on any project shall be provided to DCRB monthly and upon request.

C.5.17.1 Coordination

The Contractor shall interact with the graphic designer and/or DCRB Communications staff to receive data files, maintain accurate records and documentation of work performed, and recommend changes to established printing products or new methods for formatting of documentation and/or data, if applicable.

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SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by DCRB's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by DCRB's Standard and Special Provisions for use with Supplies and Services Contracts. (J1, Attachment A).

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 DCRB may extend the term of this contract for a period of four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that DCRB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If DCRB exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete DCRB’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item	Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
1		Kick-Off Meeting	1	In person	Within 7 days of award
2		Project Schedule	As needed	Electronically	TBD by the CA
3		Proofs of Draft of Document(s)	See Section B	To be determined. (TBD) per order	TBD per order
4		Mailing List	See Section B	TBD per order	TBD per order
5		Extra Document Copies	See Section B	TBD per order	TBD per order

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6		Fall Newsletter	See Section B	TBD per order	TBD per order
7		Winter Newsletter	See Section B	TBD per order	TBD per order
8		Spring Newsletter	See Section B	TBD per order	TBD per order
10		Summer Newsletter	See Section B	TBD per order	TBD per order
11		CAFR	See Section B	TBD per order	TBD per order
12		Open Enrollment Letters	See Section B	TBD per order	TBD per order
13		Open Enrollment Packets	See Section B	TBD per order	TBD per order
14		Summary Plan Descriptions for Police/Fire Plan	See Section B	TBD per order	TBD per order
15		Summary Plan Descriptions for Teachers' Plan	See Section B	TBD per order	TBD per order
16		General Mailing 1	See Section B	TBD per order	TBD per order
17		General Mailing 2	See Section B	TBD per order	TBD per order
18		Benefit Statements	See Section B	TBD per order	TBD per order
19		Self-Service Announcements	See Section B	TBD per order	TBD per order
20		Monthly Status Reports	1	Word/PDF	Mutually agreed upon date each month

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** 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.
- G.1.2** DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Chief Financial Officer
District of Columbia Retirement Board
900 7th Street, N.W., Suite 200
Washington, D. C. 20001
Phone: (202) 343-3200
Email: derb.accountspayable@dc.gov

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

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G.2.2.8 Authorized signature.

G.3 RESERVED

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

Unless otherwise specified in the contract, payment will be made on partial deliveries of services accepted by DCRB based upon sections B.3 (Price Schedule) and F.3 (Deliverables) if:

- a) The amount due on the deliverable warrants it; or
- b) The Contractor requests it and the amount due on the deliverable is in accordance with the following:
 - Payment will be made on completion an acceptance of each item (Section F.3) for which the price is stated in the schedule in Sections B.3 and F.3
- c) Presentation of a properly executed invoice

G.5 RESERVED

G.6 RESERVED

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of DCRB only by contracting officers. The contact information for the Contracting Officer is:

Gianpiero JP Balestrieri
Executive Director
District of Columbia Retirement Board
900 7th Street, NW, Suite 200
Washington, DC 20001
Email: jp.balestrieri@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with DCRB's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Daniel Hernandez
Pension Administrator
District of Columbia Retirement Board
900 7th Street NW, 2nd floor
Washington, DC 20001
Email: daniel.hernandez@dc.gov
Office: (202) 343-3225
Fax: (202) 566-5001

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of DCRB property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work

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performed that is not so authorized; and may also be required, at no additional cost to the DCRB, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 KEY PERSONNEL

- G.10.1** In performing services under this Contract, the Key Personnel assigned to DCRB and determined to be essential to the satisfactory performance of the Contract shall be:
- G.10.2** If one or more of the Key Personnel identified becomes, or is expected to become, unavailable to perform services under for a continuous period exceeding thirty (30) business days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify the CA and shall, subject to the concurrence of the CA, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- G.10.3** All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the CA or needed to approve or disapprove the proposed substitution. The CA shall evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- G.10.4** If the CA determines that suitable and timely replacement of Key Personnel is not reasonably forthcoming or that the proposed substitution or alternative would impair the successful completion of the Contract or services hereunder, the Contract may be terminated by the CA for cause or for convenience, as appropriate.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 RESERVED

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Wage Determination No. 2015-4281 Revision No. 22, dated, March 15, 2022 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits.

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

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(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 **RESERVED**

H.6 **RESERVED**

H.7 **RESERVED**

H.8 **RESERVED**

H.9 **RESERVED**

H.10 **FAIR CRIMINAL RECORD SCREENING**

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; and/or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with DCRB.

H.11 DCRB RESPONSIBILITIES

H.11.1 DCRB will provide the Contractor the information requested in a timely manner and to make available to Contractor any personnel, systems, premises, records, or other information as reasonably requested by Contractor to perform the Services. DCRB agrees Contractor will have no responsibility for any delays related to a delay in providing such information to Contractor. Such information will be accurate and complete, and DCRB will inform Contractor of all significant tax, accounting, and financial reporting matters of which DCRB is aware.

H.11.2 DCRB subject matter experts will perform User Acceptance Testing (UAT) after Test Environment install/upgrade and Technical System Testing is completed.

H.12 CONTRACTOR RESPONSIBILITIES

The Contractor's responsibilities shall be in accordance with the requirements in section C.5 of this document.

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The DCRB's Standard and Special Provisions for use with Supplies and Services Contracts are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 RESERVED

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for DCRB under the contract.
4. "DCRB" - The District of Columbia Retirement Board.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by DCRB to perform services detailed in the contract. DCRB shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, DCRB shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises DCRB as part of Contractor's bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to DCRB's satisfaction), and distribute Existing Product to DCRB users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of DCRB. DCRB agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to DCRB the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by DCRB

DCRB may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish DCRB's or the Contractor's rights in that subcontractor data or computer software which is required for DCRB.

E. Source Code Escrow

1. For all computer software furnished to DCRB with the rights specified in section B.2, the Contractor shall furnish to DCRB, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to DCRB with the restricted rights specified in section B.1 of this clause, DCRB, if the

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Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided DCRB under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to DCRB with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide DCRB with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to DCRB, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to DCRB; or (3) will certify to the DCRB that the Product manufacturer/ developer has named DCRB as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to DCRB, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to DCRB in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless DCRB, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which DCRB will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by DCRB, the Contractor shall remain liable to DCRB for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense 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 the CO 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 CO. 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- / VII or higher.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services

Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including

without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any

applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** 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 under this contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. **MEASURE OF PAYMENT.** The District 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.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work.

Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Attn: Rashelle Anderson
Supervisory Contract Specialist
District of Columbia Retirement Board
900 7th Street NW, 2nd Floor
Washington, DC 20001

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

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
- (3) DCRB's Standard and Special Provisions for use with Supplies and Services Contracts
- (4) Contract attachments other than the Standard and Special Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal (technical and price)

I.11 DISPUTES

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against DCRB:** 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.

(b) **Claims by DCRB against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by DCRB seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by DCRB against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

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- (c) Decisions of the CO shall be final and not subject to.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) DCRB shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a DCRB-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from DCRB; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

- (e) Neither DCRB, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

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- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the DCRB adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request DCRB to enter into such litigation to protect the interest of DCRB.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	DCRB’s Standard and Special Provisions for use with Supplies and Services Contracts
J.2	U.S. Department of Labor Wage Determination Wage Determination No. 2015-4281 Revision No. 22, dated, March 15, 2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Past Performance Evaluation Form
J.7	Bidder-Offeror Certification Form
J.8	Tax Certification Affidavit

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
under Quick Links click on “Required Solicitation Documents”