

# **District of Columbia Retirement Board (DCRB)**

Request for Proposal for Kofax Maintenance and Support  
Services

**Solicitation Number: DCRB-14-036**



**Release Date: July 14, 2014**

**Eric Stanchfield, Executive Director**  
900 7<sup>th</sup> Street, N.W. Second Floor, Washington, DC 20001

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <i>Kofax Maintenance and Support Services</i>		Page of Pages 1   40		
2. Contract Number  RB-14-036		3. Solicitation Number  DCRB-14-036		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued  7/14/2014	
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001				8. Address Offer to: District of Columbia Retirement Board ATTN: Procurement Office 900 7th Street, NW, 2nd Floor Washington, DC 20001			
6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside <input checked="" type="checkbox"/> Limited							

**SOLICITATION**

9. Offers submitted via email with 1 copies furnished to the Source Selection Evaluation Board in accordance with the RFP.  
proposals were due to be submitted to the identified contact in the solicitation on or by 5:00pm local time 8/6/2014

**CAUTION: Late Submissions, Modifications and Withdrawals: See Solicitation. All offers are subject to all terms & conditions contained in this solicitation.**

10. For Information Contact		A. Name Yolanda Smith			B. Telephone (Area Code) 202 (Number) 343-3200 (Ext)			C. E-mail Address <a href="mailto:yolanda.smith@dc.gov">yolanda.smith@dc.gov</a>	
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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

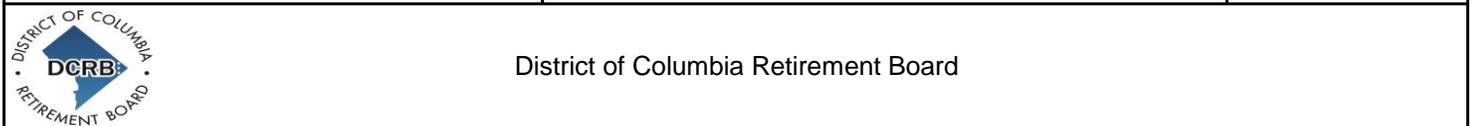
15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
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22. Name of Contracting Officer (Type or Print) Eric O. Stanchfield, Executive Director	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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## **Article I. DCRB Objectives and Requirements**

### **A. Overview**

The District of Columbia Retirement Board (DCRB) is an independent agency of the District of Columbia that administers a \$6 billion public pension program (non-ERISA) for approximately 12,000 active District of Columbia Teachers, Firefighters, and Police Officers (collectively referred to as “Members”). DCRB also provides retirement, disability, and survivor benefits to approximately 14,000 retirees in excess of \$600 million annually. The Agency’s staff consists of approximately 50 employees. The retirement system is funded through a combination of investment income, employee and employer contributions, and is governed by a 12 member Board of Trustees.

In recent years, the DCRB has instituted multiple changes to its ability to securely capture and catalog our paper based document in an automated fashion. In 2007, DCRB began an imaging and document management project that took 3.7 million documents that were paper based, converted them to electronic files and stored them in an IBM FileNet based, enterprise content management (ECM) system. DCRB continues to scan and capture documents using Kofax Capture and Kofax Transformation Module (KTM) for its document imaging needs. DCRB is soliciting this Request for Proposals (RFP) to obtain maintenance and support proposals for its existing Kofax Capture and KTM licenses and the ability to provide enhanced functionality not available out of the box on a case by case basis.

For reference purposes, DCRB’s Kofax Capture 10.0.1 and Kofax Transformation Module 5.5 applications are implemented in both a development and production environment virtualized with VMware vSphere 5.1 Standard and Enterprise respectively, utilizing clustered hosts and a storage area network (SAN) for high availability. Each environment is currently supported by an individual application and a SQL Server 2008 R2 database server. DCRB has implemented Export Connectors to deliver documents and associated metadata to FileNet, and additional SQL Server databases. DCRB has plans in place to create connectors to SharePoint 2013 and other content repositories.

Kofax is currently used to capture paper-based scanned documents and the agency is considering processing documents that originate as fax, email, and other electronic formats. DCRB receives paper based retirement documents and folders from several District of Columbia government agencies as members retire. Documents are also generated by our retirees, vendors and staff members on a daily basis. The Agency has developed four Batch Classes. Two of the four batch classes are transmitted to Kofax KTM for automatic document classification, documents are then housed and metadata is exported to FileNet, and moves through the SQL Server database to extract and auto-fill pertinent Retiree information. The other two batch classes use PDF Image Plus Text to generate searchable pdf files and exports them to a shared folders.

### **B. Scope of Work**

The DCRB requires the Offeror to provide the following services utilizing relevant industry best practices and methods for understanding the agency’s current environment, business goals and needs:

#### ***MAINTENANCE***

DCRB will require operational (IT-related) support and maintenance for the system infrastructure as well as application support for end users and administrators. The offeror will develop a maintenance

and support plan for the Kofax environment. The plan will follow ITIL best practice standards for supporting the environment. Consideration for routine maintenance tasks such as keeping the system current with security releases; upgrades and new version releases; application monitoring; ticket, change and incident management; and custom development must be included in the plan. The Offeror will be required to provide various levels of support identified in the plan.

#### **PRODUCT UPGRADES AND NEW VERSION RELEASES**

Offerors should describe:

##### ***UPGRADES AND NEW VERSION RELEASES***

The Offeror(s) will keep abreast of the latest software updates for the implemented solutions and their environments. The Offeror will be required to update the Kofax environment with new changes. The Offeror shall describe:

- The process used to monitor new releases, updates, upgrades, service packs, patches and “hotfixes” and notifying DCRB of these changes.
- The process for applying new version releases, etc. to DCRB’s Kofax development and production environment including, but not limited to, quality assurance and testing processes to determine whether an upgrade or custom modification is suitable for release.

##### ***APPLICATION ENVIRONMENT MONITORING AND REPORTING***

The Offeror will be required to provide the process for which Kofax is monitored both in the development environment (monthly) and production environment (weekly) to ensure an efficient operation. The Offeror must provide responses specific to monitoring application event logs, operating system event logs, security logging, auditing and related industry standard reporting data. The Offeror will be required to provide usage metrics as well as log activity.

##### ***TICKET/INCIDENT MANAGEMENT***

The Offeror shall be required to be involved with the creation and management of support or incident reports (or tickets). The Offeror should provide responses specific to how change, problem and incident tickets will be addressed in the Kofax environment. Include processes for developing knowledge base documentation for recurring types of tickets.

##### ***WEEKLY STATUS AND QUARTERLY REVIEW REPORTS***

The Offeror shall participate in weekly meetings for a period not-to-exceed one (1) hour, unless otherwise indicated, with DCRB to communicate the status of issues and activities in order to achieve the highest level of services.

A quarterly review meeting will be required to review service level agreements (SLA) with DCRB’s COTR and Information Technology (IT) staff. The COTR will schedule and facilitate the quarterly management meetings either onsite and via remote conferencing and shall be scheduled in advanced.

### ***END USER TRAINING***

To ensure full application usage and acceptance DCRB anticipates all users will be required to participate in several levels of training and product demonstrations. As new features are introduced and the applications are updated, the Offeror will provide staff with technical and support training as well as end user training from time to time.

### ***ENHANCEMENT SERVICES***

The Offeror(s) shall provide the process used in the analysis, architecture, development and configuration of enhancements that are configurable items in the Kofax software as well as custom or third party development. Planning for architecture, coding, installation, configuration, content migration, custom development, security, governance, training and maintenance should be developed as part of the agreed upon enhancements. Provisions for access control, data containment, version management, and archiving should be included. Routinely, the Offeror will analyze DCRB's environment and make recommendations performance and feature improvements. The Offeror should describe the process by which opportunities for system enhancements are identified, screened, programmed, field tested and released to customers.

The DCRB anticipates enhancements to be performed include the following areas:

- Batch Class Creation
- Automated Document Classification
- Imprinter/Endorser Stamps

Batch Class Creations:

- Importing electronic documents in multiple formats (fax, PDF, and MS Office) into Kofax
- Incorporate agency-wide incoming mail for approximately ten departments with an average of 2-3 batch classes
- Creating the ability to use KTM to split batches into separate department-type batches based on classification results.
- Export batches to IBM FileNet ICN, Microsoft SharePoint 2013 and Advent Tamale

Automated Document Classification and Data Extraction:

- Configuring KTM to recognize up to 300 documents
- Create automated KTM barcode, database content and text classification
- Creating drop-down menus and submenus for the selection of document types and subtypes
- Configuring data extraction from Member Id and validating against database.

Imprinter/Endorser Stamps

- Configuring Fujitsu fi-5960 postscan imprinter
- Configuring KTM Batch Class with endorser/annotation option
- Configuring Batch Class to prompt users when endorser/annotation stamp exist.

## C. Service Level Agreement Management

### *SUPPORT HOURS*

The Offeror support staff will be available for maintenance support services during the following hours:

<b>Classification</b>	<b>Hours of Service</b>
Normal Support	8:30 AM to 5:00 PM EST, Monday – Friday
After Hours	This time period will be used for maintenance and support that requires application and system downtime.

### *SUPPORT RESPONSE TIMES*

Critical and high priority incidents require that DCRB IT management is notified within an hour and three hours respectively. The procedures associated with critical and high priority issues include email notifications to designated management team members and setting up a conference bridge to resolve the issues identified.

<b>Priority Level</b>	<b>Ticket Acknowledgement</b>	<b>Target Resolution time</b>	<b>Escalation Threshold</b>	<b>Customer Reporting Frequency</b>	<b>Root Cause Analysis (RCA) require</b>
Critical	Immediate	4 hours	1 hour	Every 1 hour	Yes
High	Within 1 hour	8 hours	4 hour	3 hours	No
Medium	Within 8 hours	3 days	1 week	1 day	No
Low	Within 8 hours	1 week	1 week	3 days	No

The Service Desk personnel will assign the correct priority level to the reported incident i.e., critical, high, medium, or low (defined below):

- **Critical:** Complete failure of production servers, service, software, equipment, network component or business critical system(s) preventing the operation of key business applications or seriously impacting normal business operations. The incident affects a group, groups of people or a single individual performing a critical business function. No work around is available and the outage has a very high business impact.
- **High:** Partial or substantial IT service, system, or component failure causing impacts to the agency's ability to operate significant business processes or applications. Business operations are severely disrupted or limited. No work around is available. This constitutes a high business impact.
- **Medium:** Component or single user failure not affecting the agency's or user's ability to operate significant business operations. Reasonable work around or manual processes are available.

- **Low:** Incidents that minimally affect the operation of any IT systems throughout the enterprise. Reasonable work around or manual processes are available.

***PERFORMANCE MEASUREMENT***

All supported applications must be available and operational based on the performance measurements listed below. Upon contract award, DCRB will evaluate Offeror’s performance using this metric as a baseline to determine the effectiveness of the Offeror.

<b>Measurement</b>	<b>Minimum Performance Standard</b>	<b>Expected Performance Standard</b>
Availability of Critical Applications/Systems	98.78%	99.95%
Availability of Servers	98.78%	99.95%
Backup Restoration	Less than 2 hours for 95% of all events; less than 8 hours for 100 % of all events	Less than 1 hour for 95% of all events; less than 4 hours for 100 % of all events
Downtime Frequency (All servers)	No more than 7 events per month	No more than 3 events per month
Time to Respond	Immediate respond on all Critical incident events whether onsite or on call	Unless mutually agreed otherwise for specific systems or applications: Critical incident: No more than 15 minutes for 100% of all events whether onsite or on call

**D. Deliverables**

The following details the deliverables/services to be provided to the District of Columbia Retirement Board 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 Applications Development Manager who shall serves as the Contracting Officer’s Technical Representative (COTR) for this Contract.

<b>Deliverable</b>	<b>Description</b>	<b>Submittal Requirements</b>	<b>Format</b>	<b>Schedule</b>
Maintenance (Software)	Offeror shall install manufacturer required patches, system updates, upgrades, and hotfixes to ensure software application is operating using current technological capabilities and at its maximum capacity. For application maintenance that is not mandated by the software manufacturer, Offeror shall collaborate with DCRB to implement required	As required by manufacturer and in consultation with the COTR	As required by manufacturer and in consultation with the COTR	As required

	maintenance tasks.			
Weekly Status and Quarterly Review Reports	Offeror is required to prepare and submit weekly status and quarterly review reports, and participate in weekly and quarterly meetings with the COTR and DCRB IT staff. The COTR will schedule and facilitate weekly and quarterly meetings either onsite and via remote conferencing. A weekly meeting schedule will be identified during the project kickoff meeting. During the one hour weekly meeting, the Offeror's Primary Consultant will be responsible for reporting on the status of the project.	Email	MS Word	Weekly/Quarterly
Training and related materials	Offeror shall provide end user training to DCRB staff designated by the COTR. Training shall include but not be limited to technical and support training. Training will be provided as needed.	Training: Person/Consultant  Materials: Email	Training: In a format agreed upon between DCRB and Offeror  Materials: Agreed upon between DCRB and Offeror	As needed
Requirements Document	As part of the governance and operating procedures, a comprehensive requirements document that includes operational processes, governance, architecture, and technical solutions should be completed. Stakeholders will be made available to ensure timely completion of the requirements gathering tasks.	Email	MS Word	As scheduled (see PWS)
Project Management Plan	As part of the governance and operating procedures, a comprehensive and detailed project management plan shall be developed, specifically for enhancement services, outlining the implementation schedule (test	Email	MS Word	As scheduled (see PWS)

	and development environments), testing in the test and development environments, and deployment. Each project plan shall identify appropriate end user training (i.e., administrative, etc.).			
Adoption Strategy	As part of the governance and operating procedures, a comprehensive adoption strategy which shall include but not be limited to how the newly implemented capabilities become part of the day-to-day tools of end users, which features changes as a result of the implemented software and how to translate this change into the agency's business processes.	Email	MS Word	As scheduled (see PWS)
Roadmap Document	As part of the governance and operating procedures, a comprehensive roadmap document that include a strategic approach for future implementation, configuration, training and reporting recommendations for items NOT addressed during this initial engagement, as appropriate such as how DCRB could leverage Kofax capabilities that would allow DCRB to leverage current software and system capabilities.	Email	MS Word	As scheduled (see PWS)
Enhancement Services	Offeror shall collaborate with DCRB to identify system capabilities that would provide opportunities for the agency to leverage its existing enterprise environment. COTR shall provide a separate scope of work and negotiate separate tasks with Offeror as requested.	As agreed upon between DCRB and Offeror	In a format agreed upon between DCRB and Offeror	As requested by DCRB

***Offeror(s) is responsible for ensuring reports are submitted in a secure format and that reports, data, and information submitted to DCRB are not corrupted. Corrupted data sent to DCRB will impact offeror's performance on this contract whereas DCRB in exercising its right may seek remedies available to it under the laws of the United States and the District of Columbia.***

## E. PROPOSALS

### SCHEDULE OF EVENTS

The following is the schedule of events this RFP process. Dates listed below may be amended as appropriate by DCRB and changes will be made provided in writing.

Activity	Scheduled Date
Release of RFP	July 14, 2014
Deadline for Questions	July 21, 2014
DCRB Response to Offeror's Questions	July 28, 2014
Proposal Due Date	August 6, 2014

## F. POINT OF CONTACT

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

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

<b>Name:</b>	<b>Yolanda Smith</b>
Address:	District of Columbia Retirement Board 900 7 <sup>th</sup> Street NW; Suite 200 Washington, D.C. 20001
Telephone:	(202) 343-3200; Fax: (202) 566-5000
E-Mail:	<a href="mailto:Yolanda.Smith@dc.gov">Yolanda.Smith@dc.gov</a>

## G. QUESTIONS AND AMENDMENTS

All Offeror questions must be submitted in writing via e-mail to Yolanda Smith.

Questions will not be accepted via telephone. No oral communication provided by any DCRB staff will be considered binding on DCRB.

Any interpretation, correction or change to this RFP will be made by an amendment issued by DCRB. Interpretations, corrections or changes to the RFP made in any other manner will not be binding.

No amendments will be issued by DCRB within 48 hours of the final submission date and time without a corresponding extension of the submission deadline.

## **H. PROPOSAL PREPARATION, SUBMISSION, AND EVALUATION**

### ***I. GENERAL***

To expedite the evaluation of Offeror responses (“Proposals”), it is essential that Offerors follow the format and instructions contained herein. Failure to respond in this manner may render the proposal, at the sole discretion of DCRB, as non-responsive or otherwise unacceptable and may result in disqualification and the elimination of the Offeror from consideration.

DCRB will not be liable for any costs incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of a contract.

It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. DCRB reserves the right to reject any late arrivals.

All Proposals submitted become the property of DCRB and may be subject to public disclosure under the Freedom of Information Act (“Act”).

### ***II. SUBMISSION OF PROPOSALS***

Offerors must prepare and submit both a technical proposal and a price proposal separately for each nominee they want to have considered.

Offerors are responsible for submitting the proposal, and any modification, or revisions, so as to reach the DCRB office designated in the solicitation by the time specified in the solicitation.

*All proposals shall be submitted via email to the Point of Contact identified in this solicitation in their entirety.*

An initial validation of all proposals received will be conducted, before they are distributed for evaluation, to ensure that all the requirements for format, content, and page limits established in the solicitation have been met. Offerors may not use subofferors.

The DCRB reserves the right to reject any proposal that does not substantially comply with these proposal preparation/submission instructions.

### ***III. WITHDRAWAL/MODIFICATION(S) OF PROPOSALS***

The Offeror or an authorized representative may withdraw proposals by written notice received at any time before award. The withdrawal is effective upon receipt of notice by the Contracting Officer. Proposal modification is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

The Offeror must propose to provide all items in order to be deemed responsive to this solicitation.

1. The Offeror shall submit the proposal in response to this solicitation in English.
2. The Offeror may submit modifications to the proposal at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
3. The Offeror may withdraw its submission proposal at any time before award.
4. Proposals received in response to this solicitation will be valid for up to 120 days from the receipt of the proposal.

#### ***IV. METHOD OF PROPOSAL SUBMISSION***

The Offeror's proposal must be submitted electronically via email no later than 5:00 PM Eastern Standard Time on August 6, 2014. Offerors must comply with the detailed instructions for the format and content of the proposal(s); if the proposal(s) does not comply with the detailed instructions for the format and content, the proposal(s) may be considered non-responsive and may render the Offeror ineligible for award.

<b>Name:</b>	<b>Yolanda Smith</b>
Title	Contract Specialist
Address:	District of Columbia Retirement Board 900 7 <sup>th</sup> Street NW; Suite 200 Washington, D.C. 20001
Telephone:	(202) 343-3200; Fax: (202) 566-5000
E-Mail:	<a href="mailto:Yolanda.Smith@dc.gov">Yolanda.Smith@dc.gov</a>

#### ***V. Proposal Format***

To maximize efficiency and minimize the time for proposal evaluation, it is required that the Offeror submit the proposal in accordance with the format and content specified herein. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

1. 8.5 x 11 inch paper · Single-spaced typed lines · No graphics or pictures other than those required · Tables are allowed for the list of key personnel · 1 inch margins · Times New Roman 12-point Font in text · No hyperlinks · Microsoft Word 2003 software or later version · The Offeror shall insert their company's name in the filename; all files named with the file extension .doc
2. Information provided on any other sized paper besides 8.5 x 11 inch paper, will not be evaluated. Instructions regarding use of certain electronic products listed herein should not be construed as DCRB endorsement of specified products.
3. Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

4. Page Limitations: Each technical proposal, not including title pages, cover pages, and introductions cannot exceed 25 pages. When both sides of a sheet display printed material, it shall be counted as two pages. Included in the page count are separate pages providing graphics, charts, illustrations and pictures.
5. Cover Page, and Table of Contents: Each proposal will include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number and title, and the Offeror's name. The Table of Contents shall identify, by content, the page number of each section of the proposal. These pages will not be counted toward the page limitation requirement.

#### ***VI. Restriction on disclosure and use of data***

**All proposals become the property of DCRB and may be subject to disclosure under the Freedom of Information Act.** Pages of a proposal containing confidential or proprietary information shall contain a header and footer with an appropriate restrictive legend.

If the Offeror includes in the proposal data that it does not want disclosed to the public for any purpose, or used by the DCRB except for evaluation purposes, the Offeror shall:

1. Mark the title page with the following legend:

*“This proposal includes data that shall not be disclosed outside the DCRB and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the DCRB shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the DCRB right to use information contained in this data if it is obtained from another source without restriction.”*

2. Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal”

#### ***VII. PROPOSAL ORGANIZATION***

Proposals should be as succinct as possible while providing an accurate picture of the offeror's ability to meet the needs of DCRB in a thorough, accurate, responsive and cost-effective manner.

Offeror must describe its understanding of the services covered by this RFP. Please provide DCRB with information, regarding your approach and methodology to the scope of work.

#### **Technical Proposal**

The proposal shall be limited to the following:

##### **a. Cover Letter**

The proposal must include a cover letter signed by an individual legally authorized to bind the respondent to both its technical and price proposals. The cover letter should contain the solicitation number, name, title, address, email address, and phone number of the person(s) who are authorized to represent the Offeror and to whom DCRB should direct follow-up correspondence.

### **b. Offeror's Technical Approach**

Please provide DCRB with information regarding your approach to the scope of work outlined in Section B. Should you consider your approach to Kofax maintenance, support, and application enhancement services to be different in any way, please describe those differences.

### **c. Staffing Plan**

The Offeror must include the following information about each of the key personnel who will be *substantially devoted to one or more of the tasks throughout the period of performance* the DCRB activity for which it is submitting a proposal. The Offeror shall identify the Primary and Co-Primary Consultant in accordance with Section Q of this solicitation:

- Individual's Name;
- Position Title with brief description;
- Years of Professional Experience;
- Highest Degree Attained/Degree Area;
- Relevant Professional Certifications; and
- Anticipated Role and Responsibilities on the DCRB contract.

### **d. Organizational and Consultant Conflict of Interest (OCCI) Mitigation Plan**

Offerors shall identify any and all potential or actual conflicts of interest. This includes actual or potential conflicts of interest of proposed subcontractors. If it is believed that conflicts of interests are either real or perceived, a mitigation plan shall be developed and submitted to the Contracting Officer as part of your proposal submission. The Offeror's plan shall describe how the Offeror addresses potential or actual conflicts of interest and identify how the Offeror will avoid, neutralize, or mitigate present or future conflicts of interest.

Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

1. Providing systems engineering and technical direction;
2. Preparing specifications or work statements and/or objectives;
3. Providing evaluation services; and
4. Obtaining access to proprietary information.

If a prime Contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the DCRB may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

### **e. Performance Work Statement (PWS)**

The Offeror must prepare and submit a PWS which clearly describes how the Offeror's technical approach and methodology is designed to meet DCRB's a) business, b) technical, and c)

management objectives, as described in B. Scope of Work. The PWS should be presented in sufficient detail to allow the DCRB to determine the Offeror has a clear understanding of DCRB's requirements, and that the approach/methodology presented by the offeror can be implemented efficiently and effectively using state of the art technology with minimum risk.

**f. Past Performance**

The Offeror shall identify three (3) contract efforts conducted within the last three years or work that is ongoing. The contracts identified should demonstrate in-depth knowledge and successful

implementation of the efforts of similar size and scope and relevance to this solicitation. The identified contracts can be with Federal, District of Columbia, commercial or other customers.

For each contract, the Offeror shall identify the following the 1) Program Manager (PM) and 2) Contracting Officer (CO). The Offeror shall provide the current address, phone number, Fax number, and email address for each customer POC.

For each of the contract efforts identified, the Offeror shall provide the following narrative information:

1. Description of how the scope for this contract/task order relates to this effort in size and scope and relevance.
2. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.
3. Description of achievements against the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved.
4. The names and roles and responsibilities of the individuals performing the work described.

**VIII. SECURITY**

Offerors shall describe:

1. Security processes that are sufficient to access, control, and safeguard sensitive and/or classified material;
2. How it plans to support a secure development environment, including facility and personnel clearance management processes;
3. How these processes and procedures will be applied to the requirements of this proposal;
4. The assumptions on which it based its security proposal; and
5. The Offeror risk mitigation plan required as part of Section X. Security and background Checks of this solicitation.

**Price Proposal**

DCRB anticipates awarding a "hybrid" contract---Firm fixed price and fixed price level of effort (labor hour) contract. Price determination will be based on the total combined price for the: 1) one year base period and 2) each of the four (4) option periods. The offeror shall include option year

prices in its submission. Failure to submit pricing for each of the four (4) one year option periods in addition to the base period pricing will be deemed “nonresponsive”.

The following services shall be submitted in the respective pricing structures:

- *Firm-fixed price for the following tasks/deliverables:*
  - o B. Scope of Work/Maintenance
    - o Upgrades and new version releases
    - o Application environment monitoring and reporting
    - o Ticket/incident management
  - o Weekly Status and Quarterly Review Reports
  
- *Fixed-price/level of effort (labor hour) for the following activities:*
  - o End User Training
  - o Enhancement Services
  - o Governance and Operating Procedures

Offerors are to submit a single “fixed price” for completing each of the above services/deliverables for the base period of performance and each option period. Offerors are to submit labor hour rates for performing each of the above level of effort activities for the initial period and each option period. DCRB anticipates issuing a series of Task Orders describing specific tasks/deliverables to be performed and negotiated between the DCRB and the awardee.

**NOTE:** Offerors are to complete and submit price proposals using the following matrix for the base period and for each of the four (4) one year option periods.

<b>Contract Line Item No. (CLIN)</b>	<b>Service Description</b>	<b>Quantity</b>	<b>Labor Hour Rate</b>	<b>Price/Cost</b>	
1001	Maintenance 1) Upgrades and new version releases 2) Application environment monitoring and reporting 3) Ticket/incident management	N/A	N/A	\$	
1002	Weekly Status and Quarterly Review Reports	N/A	N/A	\$	
<b>Total FFP</b>				<b>\$</b>	
	<b>Service Description</b>	<b>Labor Hour Categories</b>	<b>Estimated Level of Effort</b>	<b>Labor Hour Rate</b>	<b>Price/Cost</b>

			( No. of Hours)		
1003	End User Training			\$	\$
				\$	\$
				\$	\$
1004	Enhancement Services			\$	\$
				\$	\$
				\$	\$
1005	Governance and Operating Procedures			\$	\$
				\$	\$
				\$	\$
<b>Total FP LOE</b>					\$

Offerors, based on the work described in this solicitation should determine the appropriate labor hour categories consistent with their proposed methodology and technical approach and DCRB’s needs.

An Offeror’s proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performances, the technical/management proposal, identified personnel resources, and price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an unusually low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror’s understanding of the nature and scope of the work required and may adversely impact the Offeror’s standing upon evaluation. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the DCRB may consider the findings of such an analysis in evaluating an Offeror’s ability to perform and the risk of its approach.

DCRB will base its award on its analysis of both the offeror’s technical and price proposals with the technical proposal being given more weight.

*DCRB reserves the right to not make an award.*

Price proposals shall be no more than five (5) pages excluding a cover page. Pages exceeding this limit shall ***not*** be considered or evaluated.

Each price proposal shall address the following in support of their proposal in narrative, related to the fixed price level of effort service areas:

- (a) Fee structures for other public agency clients and any reduced fees offered to other municipalities, governmental entities or nonprofit firms.
- (b) Information on how you propose to keep track of, and charge for, any expenses. (Incidental office expenses will not be reimbursed for this work. No fees or expenses will be paid for travel time or mileage). Include in your proposal any assumptions on which your hourly fee is based.
- (c) A certification that the proposed hourly rates do not exceed the lowest hourly rates charged to any entity of the District of Columbia or any Federal, State, or local government entity for performing similar types of work of similar size scope.
- (d) A certification that if, subsequent to award of a contract, hourly rates charged to any District of Columbia, Federal, State, or local government entity for performing similar types of work become lower than the hourly rates specified in the contract, the offeror shall promptly notify DCRB and substitute the lower hourly rates for all future work.

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 the President of the United States. Therefore, funds for the contract term are subject to the availability of funds.

## **I. Evaluation of Proposals**

### ***I. Basis for Award***

This procurement will be awarded on a Best Value basis. DCRB will not make an award to an Offeror if the DCRB makes a determination that an Offeror does not have the technical capability of successfully performing the work contained in this RFP.

Best Value determination will be reached by comparing the differences in the value of the four technical factors with the differences in the prices proposed. In making this comparison, the 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.

The proposals will be evaluated by the DCRB Source Selection Evaluation Board (SSEB) who will provide their consensus recommendations to the DCRB Contracting Officer who will then make the final best value determination.

The DCRB reserves the right to award this effort based on the initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and services standpoint which the Offeror can submit to the DCRB. However, the

DCRB also reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

**II. Technical Evaluation Criteria**

The combined technical factors have greater weight than price with price becoming more important as proposals are deemed to be increasingly equal based on the technical factors.

The relative weight of the technical factors is in the following descending order of importance:

1. Technical approach and methodology (PWS);
2. Past Performance; and
3. Assigned staff experience including professional certifications and available resources.

**III. Technical Evaluation Rating**

Technical proposals will be evaluated by use of an adjectival rating system methodology. The evaluation methodologies will allow the SSEB to identify and clearly describe strengths, weaknesses, deficiencies, and risks associated with each proposal. The definitions for each rating are as follows:

<u>Adjective</u>	<u>Description</u>
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the evaluation criteria.
Marginal	Fails to meet evaluation standard; however any significant deficiencies are correctable. Lacks essential information to support a proposal.
Acceptable	Meets requirements; weaknesses are correctable.
Exceeds	Exceeds most, if not all requirements; no deficiencies.

**IV. Security Rating System**

An offeror’s proposal that receives a “fail” rating will not be considered for contract award.

<b>Security Rating System</b>	
<b>Pass</b>	The security aspects of the Offeror’s approach include no deficiencies or weaknesses. The processes described appear sufficient to safeguard DCRB sensitive materials and information and support a secure development environment, including facility and personnel clearance management processes.

<b>Fail</b>	The security aspects of the Offeror's approach may include either deficiencies and/or weaknesses. The processes described do not appear sufficient to safeguard DCRB sensitive materials and information, nor to support a secure development environment, including facility and personnel clearance management processes.
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## **Article II. General Terms and Conditions**

### **A. Reservations**

DCRB reserves the right to reject any and all offers.

DCRB is not liable for any expense incurred in the preparation, delivery or presentation of Proposals in response to this RFP.

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 Offeror or reject all responses.

### **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 Agreement 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 Agreement; and (b) shall keep and maintain all Confidential Information as strictly confidential and shall not directly or indirectly transfer or otherwise disclose any such Confidential Information to any third party other than those of its employees with a need to have access thereto. Each party shall cause those of its employees and agents receiving Confidential Information of the other party to observe the terms of this Paragraph. Each party shall be responsible for any breach of this Paragraph by any of its employees or agents.

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent

despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

The successful Offeror will be required to execute and submit Confidentiality Agreements 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 Offeror must certify that criminal background checks have been conducted on all person(s) participating in the project.

### **C. Indemnification**

Offeror hereby agrees to hold harmless the Board, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify and exonerate same against and in respect of any and all claims, demands, damages, actions, costs, charges, losses, liabilities, and deficiencies, including legal fees and expenses, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of Offeror 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) Offeror'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 Agreement shall be the sole property of DCRB. The Offeror shall make no distribution of work specifically produced for DCRB under this Agreement to others without the express written consent of the agency. The

Offeror 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**

Offerors 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.

The terms, conditions, and specifications of the RFP, the successful Offeror's response, the completed and executed contract, and all RFP amendments (if any) will comprise the entire agreement between DCRB and the successful Offeror.

### **F. Complete Contract**

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

### **G. Prohibition Against Contingent Fees**

Offeror 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) Offeror 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 Offeror shall not make a claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if affected, shall not constitute the sole remedy of the Board for the falsity or breach, nor shall it constitute a waiver of the Board's right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to this Contract.

### **H. Primary Consultant/Contractor**

In performing the services under this Contract, Offeror's representative assigned to DCRB as the Primary Offeror and/or Co-Primary Offeror, shall report to on an ongoing basis, and meet with DCRB for the purposes of providing the services under this Contract. Designation of a new Primary or Co-Primary Offeror shall be subject to DCRB's approval, which approval shall not be unreasonably withheld.

### **I. Assignment**

Neither party will, directly or indirectly, assign or transfer any claim arising out of this Contract. Offeror recognizes that this Contract is for specific performance of personal consulting services to be performed solely by Offeror.

### **J. Notices**

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

## **K. Contract Term**

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

DCRB's Chief Contracting Officer may extend the term of the 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 any option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Chief Contracting Officer prior to expiration of the contract.

If DCRB exercises contract option(s), the extended contract shall be considered to include this option provision. The price for the option period(s) shall be as specified in the Price Proposal and is subject to negotiations. The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **L. Termination for Cause/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 Offeror stating the reason for termination, and providing the Offeror an opportunity to cure the issues leading to termination. Offeror 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 COTR 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.

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

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

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

## **M. Successor Contract**

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

## **N. Rights in Data**

N.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

N.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

N.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

N.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

N.5 All data first produced in the performance of this Contract shall be the sole property of the DCRB. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCRB under this Contract, are works made for hire and are the sole property of the DCRB; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the DCRB the ownership of

copyright in such works, whether published or unpublished. The Contractor agrees to give the DCRB all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DCRB until such time as the DCRB may have released such data to the public.

N.6 The DCRB will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

N.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any DCRB installation to which the computer may be transferred by the DCRB;

N.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

N.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

N.7 The restricted rights set forth in section N.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the DCRB's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the DCRB of liability with respect to such unmarked software.

N.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the DCRB a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the DCRB under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the DCRB under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the DCRB any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

N.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the DCRB's or the Contractor's rights in that subcontractor data or computer software which is required for the DCRB.

N.10 For all computer software furnished to the DCRB with the rights specified in Section I.5.5, the Contractor shall furnish to the DCRB, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the DCRB with the restricted rights specified in Section I.5.6, the DCRB, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the DCRB under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

N.11 The Contractor shall indemnify and save and hold harmless the 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.

N.12 Nothing contained in this clause shall imply a license to the DCRB under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the DCRB under any patent.

N.13 Paragraphs N.6, N.7, N.8, N.11 and N.12 above are not applicable to material furnished to the Contractor by the DCRB and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **O. Cancellations**

In the event provisions of this RFP are violated by Offeror(s), DCRB may give written notice to the Offeror(s) stating the deficiencies. Unless deficiencies are corrected within five (5) working days, DCRB reserves the right to issue an immediate termination notice in writing to the Offeror(s).

DCRB reserves the right to require personnel changes at any time during the term of the contract. Such a request shall be issued in writing by DCRB and the Offeror shall have five (5) business days to provide a substitute acceptable to DCRB. Failure to do so shall result in DCRB issuing and immediate termination notice in writing to the Offeror.

## **P. Security and Background Checks**

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

The background check must be returned in a favorable status prior to the Offeror commencing work on this contract. The background check shall be performed by the District of Columbia's Metropolitan Police Department located at 300 Indiana Avenue, N.W., Washington, DC 2001. The cost of the background check is \$35.00 per individual and must be paid directly by Offeror.

In the event that the Offeror is located outside the DC Metropolitan area (Washington, DC, Maryland, Virginia), they must propose for DCRB's review and acceptance alternate means for conducting background check(s). In addition to the aforementioned requirement, Offeror shall provide a risk mitigation plan, including but not limited to, the processes employed by the Offeror to provide data and personnel security in compliance with Privacy Act of 1974, 5 U.S.C. § 552a, and the Department of the Treasury's system of records notice TREASURY/DO .214 Fed Reg. 46284 (2005). The Offeror shall provide as part of the risk mitigation plan how it will meet the requirements of DCRB's Personally Identifiable Information (PII) Policy included as Appendix C by providing the following:

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

Offeror and all personnel working on this contract must sign a confidentiality statement provided by DCRB as prescribed above in Section K. Confidentiality.

## **Q. DCRB Responsibilities**

In performance of duties outlined in the solicitation and a resulting contract, DCRB shall provide the Offeror/Offeror's personnel with virtual private network (VPN) access to DCRB's Kofax environment.

## **R. 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 Offeror against DCRB, the Offeror shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

## **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**

Offeror understands and acknowledges that the Board 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 Offeror 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 Offeror as soon as reasonably practicable after demand for disclosure is made upon DCRB.

## **U. Support Hours**

The Offeror shall refer to Section C. Service Level Agreement Management.

## **V. 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.

- c. Errors and Omissions 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; Data Breach/Loss and IT Security coverage including but not limited to: software installations, network, mistakes and oversights that creates financial harm to DCRB. The policy coverage shall include the DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by DCRB, and shall contain a waiver of subrogation. The Offeror shall maintain E&O coverage at this level for five (5) years following final acceptance of the work performed under this contract.

The Offeror shall carry all required insurance until all contract work is accepted by the DCRB, and shall carry the required General Liability; any required Professional Liability insurance 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:

Yolanda Smith  
Contract Specialist  
District of Columbia Retirement Board  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001; (202) 343-3200

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.

## **W. 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) Contract attachments ;
- (4) RFP, including amendments;
- (5) BAFOs (in order of most recent to earliest); and
- (6) Offeror's Proposal.

## **APPENDIX A**

### Board Lock-Out Rule

The Board of Trustees has established guidelines by which Board Members and staff will communicate with prospective service providers during a search process. The Policy is referred to as the Lock-Out Rule.

The Offeror shall not intentionally engage in unauthorized contract with Members or employees of the District of Columbia Retirement Board until such time as the offeror is notified an award has been made or the solicitation has been canceled, whichever occurs first.

“Unauthorized contact” means communication between the offeror and a Member or employee of the Board other than:

1. In the ordinary course of performing an existing contract;
2. In connection with an expired or terminated contract;
3. In the ordinary course of participating in the source selection process (e.g., responding to an invitation from the Board to submit written questions at a pre-Offerors conference or participating in contract discussions;
4. Regarding a matter unrelated to procurement; or
5. As a matter of public record.

A violation of this provision may disqualify the Offeror from participating in the source selection process.

# **APPENDIX B**

## Procurement and Conflict of Interest Rules

### **CHAPTER 2**

#### **Ethics**

##### **2.1 Policy**

##### **2.2 General Standards of Ethical Conduct**

###### **2.2.1 Employees**

###### **2.2.2 Non-Employees**

##### **2.3 Sanctions**

###### **2.3.1 Employees**

###### **2.3.2 Non-Employees**

##### **2.4 Conflict of Interest**

###### **2.4.1 Employees**

##### **2.5 Personal Gain**

###### **2.5.1 Employees**

##### **2.6 Restrictions on Employment of Present and Former Employees**

###### **2.6.1 Employees**

###### **2.6.2 Offeror, Contractor, or Subcontractor**

## **2.1 Policy**

Employees involved in the procurement process must conduct business impartially and in a manner above reproach, with preferential treatment for none. Employees must strictly avoid any conflict of interest or the appearance of a conflict of interest in the procurement process.

## **2.2 General Standards of Ethical Conduct**

### **2.2.1 Employees**

Any attempt to realize personal gain through employment with the Board or by conduct inconsistent with proper discharge of the employee's duties is a breach of ethical standards.

### **2.2.2 Non-Employees**

Any attempt to influence any Board employee to breach the standards of ethical conduct set forth in this Chapter or in §§1602- 1604 of the Board's Procurement Regulations is a breach of ethical standards.

## **2.3 Sanctions**

### **2.3.1 Employees**

Disciplinary action may be taken against employees who violate any provision of §§1602- 1604 of the Board's Procurement Regulations or this Chapter. Any employee who violates any provision of §§1602- 1604 of the Board's Procurement regulations or this Chapter will be subject to discipline up to and including termination of the relationship with the Board.

### **2.3.2 Non-Employees**

Any effort made by or on behalf of a non-employee, including an offeror or contractor, to influence an employee to breach the ethical standards set forth in §§1602- 1604 of the Board's Procurement Regulations or in this Chapter is prohibited and may be referred to appropriate authorities for civil enforcement or criminal prosecution. A violation by a contractor or subcontractor of §§1602- 1604 of the Board's Procurement Regulations or this Chapter constitutes a major breach of each Board contract or subcontract to which the violator is a party. In addition, an offeror or contractor that violates or whose representative violates any provision of §§1602- 1604 of the Board's Procurement Regulations or this Chapter may be determined to be non-responsible in future solicitations.

## **2.4 Conflict of Interest**

### **2.4.1 Employees and Trustees**

No employee or Trustee shall participate in or attempt to influence any procurement when the employee or Trustee knows or has reason to know:

The employee or Trustee or any relative of the employee or Trustee has a financial interest pertaining to the procurement;

The employee or Trustee or any relative of the employee or Trustee has a financial interest in a business or organization pertaining to the procurement; or

The employee or Trustee or any relative of the employee or Trustee has an agreement or arrangement for prospective employment with a business or organization involved with the procurement.

## **2.5 Personal Gain**

### **2.5.1 Employees**

It is a breach of ethical standards for any employee to receive or attempt to realize personal gain or advantage, either directly or indirectly, as a result of their participation in any action related to any procurement. No employee may solicit or accept, directly or indirectly, on his or her own behalf or on behalf of a relative, any benefit, such as a gift, gratuity, favor, compensation, or offer of employment from any person or entity having or seeking to have a contractual, business, or financial relationship with the Board.

In the event an employee is offered or receives any benefit, the employee shall report the matter to DCRB's ethics officer who shall determine the disposition of the benefit. The failure to report such offer or benefit to the ethics officer is a breach of these ethical standards.

## **2.6 Restrictions on Employment of Present and Former Employees**

### **2.6.1 Employees**

An employee who participates in the selection of a contractor, participates in the approval process of a contract or contract modification, or supervises contract implementation shall not be employed by the contractor in question with respect to the performance of the contract in which the employee participated.

### **2.6.2 Offeror, Contractor, Subcontractor**

An offeror, contractor, subcontractor shall not:

1. Employ for a period of 24 months after separation a Board employee to work on a Board project on which the employee directly worked. The Executive Director may change this limitation period if it is determined that it is in the Board's best interests after review and recommendation by the General Counsel.
2. At any time after granting employment to any Board employee who participated in the selection of the contractor, participated in the approval of a contract or contract

modification with the contractor, or supervised the contract implementation, allow such employee to work under the Board's contract resulting from the selection or approval.

3. Offer to perform work for the Board premised on the hiring of a Board employee to perform part of the work that may reasonably be expected to participate in the selection of that contractor, participate in the approval of a contract or contract modification with that contractor, or supervise contract implementation.
4. Perform work for the Board under the supervision, direction, or review of a Board employee who was formerly employed by the contractor without notifying the contracting officer in writing.
5. Allow the relative of a Board employee or Trustee to work on a contract for which the employee has any direct responsibility or supervision.
6. Permit any person whose employment the Board terminated, except pursuant to a reduction in force by the Board, other than pursuant to a reduction in force, to work on any Board contract or project.
7. Offer or grant a Board employee relative of Board employee, directly or indirectly, any benefit such as a gift, gratuity, favor, compensation, offer of employment, or any other thing having more than nominal monetary value or any other thing of value.

## **APPENDIX C**

DCRB's PII Policy dated August 28, 2013



**Information Technology**  
*Excellence through innovation*

District of Columbia Retirement Board

# Personally Identifiable Information Policy

in compliance with ISO 20000

August 28, 2013  
Version 1.0

DCRB IT- Policy		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Director of Information Technology	

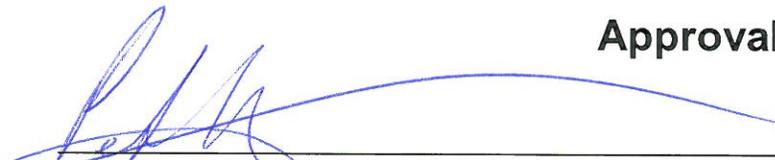
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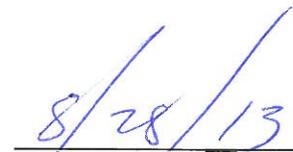
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## Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Clay Pendarvis	8/14/13
0.2	Knowledge Editing	Tony Phan Ferdinand Frimpong Mark Bojeun	8/16/13
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0.4	Language Edit and Layout Editing	Justin Baker	8/19/13
0.5	Review of Language and Layout Editing	--	--
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0.7	Review of Management Editing	Justin Baker	8/28/13
0.8	Final Editing	Justin Baker	8/28/13
1.0	Delivery	Peter Dewar	8/28/13

### Approval

  
 \_\_\_\_\_  
 Peter Dewar, Director of Information Technology, DCRB

  
 \_\_\_\_\_  
 Date

<b>DCRB IT– Policy</b>		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
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# Personally Identifiable Information Policy

## 1.0 Purpose

DCRB information technology (IT) recognizes its need to maintain the confidentiality of personal identifiable information (PII) and understands that such information is unique to each individual. This policy addresses PII that is managed and produced from various types of DCRB work activities and applies to DCRB employees, contractors, consultants, and vendors, including PII maintained on the DCRB customer base (District of Columbia teacher, police, and firefighter retirees).

## 2.0 Scope

The scope of this policy is intended to be comprehensive and includes requirements for the security and protection of PII throughout the agency and its approved vendors both onsite and offsite. All applicable DCRB departments will develop and implement specific processes and procedures for protecting PII when necessary. Such policies will be governed by applicable District of Columbia and Federal laws. These laws govern in the event of any conflict between these laws and DCRB policies.

## 3.0 Policy

In the DCRB organizational environment, PII is unique, personal data that includes, but is not limited to, the following:

- Social Security Numbers (or their equivalent issued by governmental entities outside the United States)
- Employer Identification Numbers (or their equivalent issued by government entities outside the United States)
- State or foreign driver’s license numbers
- Date(s) of birth
- Government or individually held credit or debit transaction card numbers (including PIN or access numbers) maintained in organizational or approved vendor records

PII may reside in hard copy or in electronic records; both forms of PII fall within the scope of this policy.

### 3.1 Vendors

Individual(s) or companies that have been approved by DCRB as a recipient of organizational and member PII and from which DCRB has received certification of their data protection practices that conform to this policy. Vendors include all external providers of services to the agency as well as proposed vendors. No PII can be transmitted to any vendor in any method unless the vendor has been pre-certified for the receipt of such information.

### 3.2 PII Retention

<b>DCRB IT- Policy</b>		
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DCRB understands the importance of minimizing the amount of PII it maintains and will retain PII only as long as necessary. A joint task force comprising members of the DCRB Legal, Finance, IT, Contracts and Human Resources Departments will maintain organizational record retention procedures, which will dictate the length of data retention and data destruction methods for both hard copy and electronic records.

### 3.3 PII Training

All employees and contractors at DCRB who may have access to PII will be provided with introductory training regarding PII policy, will be provided a copy of this PII policy, and will be provided a copy of PII-related procedures for the department to which they are assigned. Employees in positions with regular ongoing access to PII or those transferred into such positions will be provided with training that reinforces this policy and reinforces the procedures for the maintenance of PII. Employees will receive annual training regarding the security and protection of PII and company proprietary data

### 3.4 PII Audit(s)

DCRB will conduct audits of PII maintained by DCRB in conjunction with fiscal year closing activities to ensure that this PII policy remains strictly enforced and to ascertain the necessity for the continued retention of specific PII throughout DCRB. Where the need no longer exists, PII will be destroyed in accordance with protocols for destruction of such records and logs will be maintained that record the dates of the specific PII destruction. The audits will be conducted by the DCRB Finance, IT, Procurement, and Human Resources Departments under the auspices of the DCRB Legal Department.

### 3.5 Data Breaches/Notification

Databases or data sets that include PII may be breached inadvertently or through wrongful intrusion. Upon becoming aware of a data breach, DCRB will notify all affected individuals whose PII may have been compromised, and the notice will be accompanied by a description of action being taken to reconcile any damage as a result of the data breach. Notices will be provided as expeditiously as possible and will be provided no later than the commencement of the payroll period after which the breach was discovered.

### 3.6 Data Access

DCRB maintains multiple IT systems in which PII resides; thus, user access to such IT resources will be the responsibility of the DCRB IT Department. The DCRB IT Department will create internal controls for such IT resources to establish legitimate access for users of data, and access will be limited to those users approved by IT. Any change in vendor status or the termination of an employee or contractor with access to PII will immediately result in the termination of the user's access to all systems where the PII resides.

### 3.7 Data Transmission and Transportation

1. Within DCRB: DCRB will have defined responsibilities for onsite access of data that may include access to PII. DCRB IT Security will have oversight responsibility for all electronic records and data access to those electronic records. DCRB will be responsible for implementing the access and terminating the access of individual users to PII within the organization and providing timely notice to IT.

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2. Agencies and Vendors: DCRB may share data with other agencies and vendors such as the Office of Personnel Management, the U.S. Department of the Treasury, and the DCRB independent actuary who have legitimate business needs for PII data. Where such sharing of data is required, the DCRB IT Department will be responsible for creating and maintaining data encryption and protection standards to safeguard all PII during transmission to those agencies and vendors. An approved vendor list will be maintained by the DCRB Procurement Department, which will be responsible for notifying DCRB IT of any changes to vendor status.

3. Portable Storage Devices: DCRB will reserve the right to restrict the PII it maintains in the workplace. In the course of doing business, PII data may also be downloaded to laptops or other computing storage devices to facilitate agency business. To protect such data, the agency will require that those devices use DCRB IT Department-approved encryption and security protection software while such devices are in use on or off company premises. The DCRB IT Department will be responsible for maintaining data encryption and data protection standards to safeguard PII that resides on these portable storage devices.

4. Off-Site Access to PII: DCRB understands that employees may need to access PII while off site or on business travel, and access to such data shall not be prohibited subject to the provision that the data to be accessed is minimized to the greatest degree possible while still meeting business needs and that such data shall reside only on assigned laptops/approved storage devices that have been secured in advance by the DCRB IT Department with data encryption and data protection standards.

## 4.0 Policy Enforcement

Failure to follow this policy may result in disciplinary action and/or contract termination.

## 5.0 Policy Owner

DCRB IT Security is responsible for this policy.

## 6.0 Policy Review

This policy will be reviewed annually by DCRB IT management. All employees, contractors, consultants, and vendors will review this policy, and will acknowledge in writing that they have read this policy.

Issue Date of Policy: February 2013

Next Management Review Date: February 2014

## 7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Information Security Policy (February 15, 2013)
- DCRB Employee Handbook (November 2012)