



District of Columbia Retirement Board (DCRB)

REQUEST FOR QUOTE (RFQ) FOR SERVICES

Open Systems Interconnection model (OSI model) Layer 2: Data Link Layer

Solicitation Number: DCRB-15-037

Release Date: August 12, 2015

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

ARTICLE I. DCRB OBJECTIVES AND REQUIREMENTS

A. INTRODUCTION AND OVERVIEW

The District of Columbia Retirement Board (DCRB) is seeking a contractor to provide its Department of Information Technology (DIT) an Open Systems Interconnection model (OSI model) Layer 2: Data Link Layer for node-to-node data transfer between the DCRB headquarter office in Washington, DC and DCRB's data center in Ashburn, VA. The Layer 2: Data Link Layer should be a reliable link between two directly connected nodes, by detecting and correcting errors as needed that may occur in the physical layer.

DCRB will provide its own equipment. The current service provider Level 3 Communications Inc. (previously TW Telecom)

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

B. Scope of Work

DCRB is seeking a contractor to provide an additional Open Systems Interconnection model (OSI model) Layer 2: Data Link Layer for node-to-node data transfer between the DCRB headquarter office in Washington, DC and DCRB's data center in Ashburn, VA. The Layer 2: Data Link Layer should be a reliable link between two directly connected nodes, by detecting and correcting errors as needed that may occur in the physical layer.

The site locations are as follows:

Site 1: DCRB Headquarters

(Building name: Akridge/IBEW)
900 7th Street, NW
2nd Floor
Washington, DC 20001
POC: Augustin Traore
Phone: 202-343-3234

Site 2: DCRB Ashburn

(Building name: Equinix – DC2)
21715 Filigree Court
Ashburn, VA 20147
POC: Technical Support
Phone: 650-598-6000 (direct) / 888-892-0607 (toll free)

C. Requirements

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

1. There should be a transparent Layer 2 service between the two sites.

2. All Layer 2: Data Link Layer protocols should be transported transparently between the two sites which include but should not be limited to the following: spanning tree protocol (STP), link aggregation control protocol (LACP), port aggregation protocol (PAgP), IEEE 802.1Q, inter-switch link (ISL), virtual local area network (VLAN) trunking protocol (VTP), and Cisco discovery protocol (CDP).
3. The Bandwidth capacity shall be 300 Megabits per second (Mbps) upgradable to 1 Gigabits per second (Gbps).
4. The demark interface shall be 1 Gbps copper at DCRB headquarters and DCRB Ashburn sites.
5. The new data link should not share the same physical path with the existing layer data link (fiber path) at the DCRB and Ashburn sites.
6. DCRB headquarters are within the International Brotherhood of Electrical Worker (IBEW) union building. If any labor is required at the headquarters' site, the worker should be a union laborer.
7. DCRB would like this implemented as soon as possible. From the time of award, how soon could implementation be scheduled?
8. Advise of any potential risk factors and how they might impact the implementation schedule.
9. Provide detailed layout of the circuit including exit point to the building, manhole, segments owned by offeror, and segments owned by third parties.
10. Provide technical support contact information.

E. Schedule of Events

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

| Activity | Scheduled Date |
|--------------------------------------|-----------------|
| Release of RFQ | August 12, 2015 |
| Deadline for Questions | August 14, 2015 |
| DCRB Response to Offeror's Questions | August 17, 2015 |
| Offer Due Date | August 19, 2015 |

F. POINT OF CONTACT

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

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

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

G. QUESTIONS AND AMENDMENTS

All Offeror questions must be submitted in writing via e-mail by 5:00pm Friday August 14, 2015 to DCRB.Procurement@dc.gov. All questions must include the name of the firm and the name of the submitter.

H. RFQ RESPONSES

Responses to this RFQ must be submitted and delivered to DCRB no later than August 19, 2015 by 5:00pm EDT. It is the sole responsibility of respondents to ensure that their responses arrive in a timely manner. DCRB reserves the right to reject all late arrivals.

The outside of the envelope or the subject of an email submitting the offer shall be labeled as follows:

DCRB Open Systems Interconnection model (OSI model)
Layer 2: Data Link Layer Quotation
 c/o Neda Bolourian
 DC Retirement Board
 900 7th Street, NW, Suite 200
 Washington, DC 20001

Electronic or faxed transmissions shall be accepted. Oral or telephone quotes will not be considered, nor will modifications of offers by such communication. The completed quote shall be without erasures or alterations and be signed by a responsible party.

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

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

1. Interpretation and Additional Information

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

Interpretations, changes, or corrections will be issued by DCRB's Contract Specialist, Yolanda Smith.

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

2. Offer Guidelines

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

I. QUOTATION SUBMISSION

a. Cover Letter

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

1. "Quote may be released in total as public information in accordance with the requirements of the laws covering same."
2. "Quote shall be valid and binding for ninety (90) business days following offer due date and will become part of the contract that is negotiated with DCRB."
3. Company name, address, and telephone number of the firm submitting the offer.
4. Name, title, address, telephone number, and e-mail address of the person, or persons, to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. "We have received the following Amendments on the dates below:" (If none, state "None".)
6. "We affirm that, to the best of our knowledge and belief, we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this award, and that we have not paid or agreed to pay any company or person, other than a bona fide employee working solely for us, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from this award."
7. "We have read and understood and will comply with all provisions of the RFQ with no exceptions (or "except for the areas noted below"). If there are areas where you have an exception or unanswered question, those areas should be noted by paragraph number and the exception written in a clear manner.

b. Experience of Contractor

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

c. Primary Point of Contact

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

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

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

d. References

Using the format below, list two (2) clients for whom similar services were provided within the last 3-5 years. Description of the services should be limited to 200 words or less and include (1) Customer/client name; (2) Reference name; (3) Title; (4) Phone number; (5) City, State; (6) Fax number; and (7) Description of services.

e. Pricing

The offeror shall state the total for all requested supplies and services. The price shall include all costs of labor, equipment, supplies, delivery, and any other costs incurred to perform the services. The

offeror shall provide a price for line items as outlined below. Offeror may use additional lines to provide price ranges by volume to reflect any quantity discounts.

| CONTRACT LINE ITEM NUMBER (CLIN) | CONTRACT LINE ITEM (CLI) TITLE | QTY | UNIT OF MEASURE | Period of Performance (POP) | UNIT PRICE | TOTAL PRICE |
|---|---|------------|------------------------|------------------------------------|-------------------|--------------------|
| 1 | Monthly service for an Open Systems Interconnection model (OSI model) Layer 2: Data Link Layer, node-to-node data transfer. | 36 | Months | 8/2015 – 8/2018 | \$ | \$ |
| TOTAL PROPOSED PRICE | | | | | | \$ |

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

e.1 GSA Pricing

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

J. INSPECTION AND ACCEPTANCE

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

K. PAYMENT OF INVOICES

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

L. GENERAL STANDARDS OF RESPONSIBILITY

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

If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available

information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

M. EVALUATION FOR AWARD

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

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. Reservations

DCRB reserves the right to reject any and all offers.

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

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. Contractual Requirements

Offerors are 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 RFQ, the successful Offeror's response, the completed and executed contract, and all RFQ amendments (if any) will comprise the entire agreement between DCRB and the successful Offeror.

E. Complete Contract

This Contract including all amendments, the Offeror's technical and price offers (including offer revisions), represents the entire and integrated Contract between DCRB and the Offeror and supersedes all prior negotiations, offers, 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.

F. 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.

G. Primary Consultant/Contractor

In performing the services under this Contract, Offeror's representative assigned to DCRB as the Primary and/or Co-Primary Consultant/Contractor, 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 Consultant/Contractor shall be subject to DCRB's approval, which approval shall not be unreasonably withheld.

H. 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.

I. Restriction on disclosure and use of data

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

If the Offeror includes in the offer 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:

A. Mark the title page with the following legend:

“This offer 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 offer. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the offer 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.”

B. 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 offer”

K. 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.

L. Contract Term

The term of the contract shall be for a period of performance of thirty-six (36) months from date of award.

M. 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.

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.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. Successor Contract

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

P. Cancellations

In the event provisions of this RFQ 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.

Q. 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. A background check will be performed initially and every two years thereafter consistent with DCRB's policies. 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 background check requirement(s), each 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 B. Confidentiality.

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 DCRB is subject to the District of Columbia Freedom of Information Act (“Act”) and consents to the disclosure of its offer, 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. Insurance Requirements

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

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

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

The Offeror shall carry all required insurance until all contract work is accepted by the DCRB, and shall carry the required 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 7th Street, NW, 2nd 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.

V. 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 (Government schedule contract if applicable);
- (3) Contract attachments ;

- (4) RFQ, including amendments;
- (5) BAFOs (in order of most recent to earliest); and
- (6) Offeror's Offer.