



District of Columbia Retirement Board (DCRB)

Request for Quotations to Acquire Smart Card Personal Identification Verification
(PIV) for Physical and Computer Access

Solicitation Number: DCRB-16-029

Release Date: August 10, 2016

Eric Stanchfield, Executive Director
900 7th Street, N.W. Second Floor, Washington, DC 20001

Statement of Work

A. Background

The District of Columbia Retirement Board (DCRB) depends on computer resources to successfully carry out its mission and business functions. DCRB information resources are stored within the agency's facilities and computer equipment. Such resources must be protected from unauthorized and inappropriate access, use and disclosure. DCRB is soliciting for a solution to achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to DCRB controlled facilities and logical access to its computer information systems.

Validation a person's identity using two or more different factors to achieve authentication include: (i) something you know (e.g., password/PIN); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric).

B. Purpose

DCRB is soliciting a Request for Quote (RFQ) from contractors to provide VSEC CMS S-Series smart card and personal identification solutions to DCRB. DCRB Smart Card for personal identification verification will ensure that user access to DCRB facility and computer resources are adequately proofed and verified in order to protect against unauthorized accesses.

C. Overview of the Identification, Verification and Authentication System

DCRB is seeking to provide users a single secure authentication mechanism access to its facility and information resources through a multi-factor authentication. The agency's information systems contain sensitive and confidential information that have to be protected. DCRB users will use something they have (e.g. card or token) and something they know (e.g. PIN/password) to access information resources securely. Currently, the agency uses electronic keys provided by its third party security contractor Kastle Systems, Inc. to access the agency's facility and user created passwords to access the agency's computer and information systems. . Additionally, DCRB Federal partner, the Department of Treasury, requires that the agency complies with the multi-factor and/or two factor authentication requirements to conform to the Federal Information Security Management Act (FISMA).

D. Scope of Work

Contractors submitting a response to this solicitation must meet the requirements contained herein.

Physical Characteristics

- a. The VSEC CMS S-Series Smart Card's physical appearance and other characteristics must be recognized as an acceptable agency identification that meets District of Columbia government and industry standards such as FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*.

- b. The cards must have the following information; a photograph, a user’s name, issued date, expiration date, and agency name.
- c. The printed material must not rub off during the life of the Smart card.
- d. The printing process must not deposit debris on the printer rollers during printing and laminating.
- e. The printed material shall not obstruct access to machine-readable information.
- f. The Smart card shall contain security features that aid in reducing counterfeiting, are resistant to tampering, and provide visual evidence of tampering attempts.
- g. The Smart card must have the agency serial number and issuer identification number.

Logical Card Specifications

- a. Communication between the Smart card issuer and the Smart card shall occur only over mutually authenticated secure sessions between tested and validated cryptographic modules.
- b. Data transmitted between the Smart Card issuer and PIV Card shall be encrypted and contain data integrity checks.
- c. The Smart Card Application will communicate with no end point entity other than the Smart Card issuer during a remote post issuance update.
- d. PIN reset must be performed in-person at the issuer’s facility, or remotely via a general computing platform.
- e. If a Smart card cannot be collected and destroyed, the Certificate Authority must be informed and the certificates corresponding to the Smart card authentication key must be revoked and disabled.
- f. Data elements of the Smart card shall include a
 - o Personal Identification Number (PIN)
 - o A unique card holder identification number
 - o Card authentication data must be managed with a secured public key infrastructure (PKI) technology.
- g. Administration and management of the card management system or application must be presented on a management console or display screen.
- h. The Smart card must be integrated with Active Directory.
- i. The Smart card must be programmable to access doors and elevators for physical access.

E. Deliverables

The following details the deliverables/services to be provided to DCRB in conformance of the specification outlined in this solicitation and industry standards. All deliverables shall be provided to the Security Administrator who shall serve as the Contracting Officer’s Representative (COR) for this work or his/her designee.

Tasks	Description	Submittal Requirements	Format	Schedule	Acceptance Criteria
Task 1 Deliver	Vendor shall deliver the	In-Person / Shipped	N/A	Within ten (10)	Equipment must be

Equipment	required software and hardware			business days of contract award	delivered as per stated requirements using FOB destination shipping standards.
Equipment	Vendor shall provide (200) access cards inclusive of pre-printed access numbers and a management console	FOB Destination Shipping to DCRB Office	Hardware/ Software packaged to protect equipment in accordance with industry standards	Within ten (10) business days of order placement	Equipment with a one year warranty to be replaced upon discovery of a latent or patent defect as needed.
Task 2 Provide Installation Services	Vendor shall provide installation services of equipment	In-Person / Remote as agreed upon between DCRB and Vendor	On-site / Remote as agreed upon between DCRB and Vendor	Within Two (2) weeks after equipment delivery	Installation must meet the industry and professional standards and functioning as expected
Installation of Equipment	Vendor shall install equipment consistent with manufacturer standards and coordinate with DCRB staff to ensure the equipment is fully functional as intended	In-Person/ Remote as agreed upon between DCRB and Vendor	On-site work as needed	Within Two (2) weeks after equipment delivery	Equipment shall be installed in order to maintain all available warranties
Task 3 Conduct Training	Vendor shall provide training sessions for five (5) administrators on user enrollment and management of the servers and smart cards.	In-Person / Remote agreed upon	Discussion / Meeting	After system is in place and functioning	Training must be useful to support the efficient management of the system
Training	Vendor shall provide training materials, including but not limited to an instructional video, to DCRB	In Person/ Remote as agreed upon between DCRB and the	Discussion / Meeting	At DCRB's request	End user, administrator and executive level training at DCRB's request

	prior to training. All training materials will remain the property of DCRB and will be treated as confidential and proprietary.	Contractor			
Task 4 Submit System documentation to COR	Vendor shall provide complete and accurate guides and user manuals	Documents	Word/PDF or Acceptable electronic format	After Tasks 1 to 3 are complete	Documents must meet industry standard such as FIPS 201.
Documentation	Vendor shall provide system documentation to include but not be limited to user manuals for end users and administrators	Documents (i.e., booklet, manual, report, analysis, etc.)	Word/PDF or Acceptable electronic format	Upon completion of outlined tasks	Documents must meet industry standard such as FIPS 201.

F. Basis of Award

This procurement will be awarded on a Best Value basis with technical and price is of equal importance. DCRB will not a make an award to a vendor if DCRB makes a determination that a vendor does not have the technical ability to successfully perform the work contained in this RFQ.

Best Value determination will be reached by comparing the differences in the value of the technical factors with the differences in the prices proposed. In making this comparison, DCRB is more concerned with obtaining superior services than lowest overall price. However, DCRB shall not make an award at a significantly higher overall price to achieve only slightly superior service.

DCRB reserves the right to award this effort based on the initial quotes received. Accordingly, each initial quote must be submitted on the most favorable terms from a price and services standpoint which the vendor can submit to DCRB.

The vendor’s proposal must be organized and presented in 2 sections with the total number of pages in the proposal limited to 10 pages.

Technical proposal

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

1. Name and address of customer and point of contact (name, email and telephone number).
2. Describe how the scope of each effort was similar to the requirements described in this RFQ.
3. Was the project successful- were all performance expectations met?
4. Describe the technical approach and methodology and how that approach will be successfully used at DCRB. Include with the description a project plan outlining the tasks that will be performed and the correlated timeline for each task throughout the project life cycle.
5. Describe the quality control system you will be deploying to ensure that all services are performed.
6. Provide the names of the staff that will be assigned to this engagement and their experience with similar engagements.

Price Proposal

Identify all fixed price categories which will be used for this engagement for each category.

Item	Quantity	Part Number	Description	Unit Price	Total Price
1	5	I1001179	VSEC CMS Admin License		
2	150	I1001178	VSEC CMS User License		
3	1	I1001377	VSEC CMS One Year Maintenance		
4	200	O1011583	Gemalto .NET 511 w/ HID iClass/Prox		
5	300	IDB-CT30	Gemalto ID Bridge CT30 Card Reader		
6	5 Days		Administrator Training		
7			Installation Services		

G. Schedule of Events

The following is the schedule of events this RFQ process. The Quote is due on May 18, 2016 by 5:00 PM EST. Dates listed below may be amended as appropriate by DCRB and participating contractors will be notified.

Activity	Scheduled Date
Release of RFQ	August 10, 2016
Deadline for Questions	August 18, 2016
DCRB Response to vendor's Questions	August 22, 2016
Quote Due Date	August 31, 2016

H. Point of Contact

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

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

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

I. Questions and RFQ Amendment

All questions must be submitted in writing via e-mail by 5:00pm August 18, 2016 to "DCRB.procurement@dc.gov". All questions must include the name of the firm and the name of the submitter.

J. Terms and Conditions

The terms and conditions that shall govern this solicitation and the resulting purchase order are DCRB's General Terms and Conditions and the contractor's Federal Supply Schedule (FSS) terms and conditions. Contractor shall reference the FSS contract number when responding to this solicitation. The resulting purchase order shall contain the FSS contract number for reference.

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, proposals, and materials in response to any solicitation, requirement, or request for information.

If, prior to execution of any contract, subsequent information or circumstances indicate that such contract is not in the best interest of DCRB, the right is reserved to rescind the offer and either award the contract to another Contractor or reject all offers.

B. Confidentiality

Confidential Information is any and all information which is proprietary, confidential, secret or otherwise, not generally known to the public, including personal and identifying information concerning participants in the Retirement Funds. Confidential Information shall not include information which, as established by credible evidence: (a) is or becomes public knowledge without any action by, or involvement of, the party receiving the Confidential Information hereunder: (b) is independently developed by the receiving party without the use of the other party's Confidential Information: (c) is already known to the receiving party at the time of disclosure under this Contract without restriction of confidentiality: (d) is disclosed to the receiving party by a third party who is entitled to disclose it without restriction of confidentiality: or (e) the disclosing party subsequently approves for disclosure without restrictions.

Each party, on behalf of itself and its employees and agents, agrees that it and its employees and agents: (a) shall not use any Confidential Information of the other party for any purpose other than to perform its obligations under this Contract; and (b) shall keep and maintain all Confidential Information as strictly confidential and shall not directly or indirectly transfer or otherwise disclose any such Confidential Information to any third party other than those of its employees with a need to have access thereto. Each party shall cause those of its employees and agents receiving Confidential Information of the other party to observe the terms of this Paragraph. Each party shall be responsible for any breach of this Paragraph by any of its employees or agents.

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential

Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

The successful Contractor will be required to execute and submit Confidentiality Contracts before service contract award. All person(s) assigned to the project in any capacity will be required to sign statements of confidentiality in order to participate in the project. The Contractor must certify that criminal background checks have been conducted on all person(s) participating in the project.

C. Indemnification

Contractor hereby agrees to hold harmless 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 Contractor in this Contract; and/or (b) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right; and/or (c) Contractor's willful misfeasance, bad faith, negligence or reckless disregard of its obligations in providing services under the terms of the Contract.

D. Sole Property

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

E. Contractual Requirements

Contractors are each responsible for complying with all statutory provisions applicable to doing business in the District of Columbia and with DCRB; however, such compliance does not limit DCRB to any rights or remedies available to DCRB under other general, state or local laws.

F. Complete Contract

This Contract including all amendments, the Contractor's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and the Contractor and supersedes all prior negotiations, proposals, communications, understandings, representations, or Contracts, either written or oral, express or implied. All amendments or modifications of this Contract shall be in writing and executed by DCRB and the Contractor.

G. Prohibition Against Contingent Fees

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Contract; except where: (a) Contractor has disclosed, in writing to the Board, that it has engaged such a company or person other than a bona fide employee to secure this engagement, and (b) the cost of such engagement is not charged to DCRB under the terms of compensation under this or any other current or subsequent Contract. For breach or violation of this warranty, DCRB shall, at its discretion, void this contract without liability, entitling DCRB to recover all monies paid hereunder and Contractor shall not make a claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if affected, shall not constitute the sole remedy of 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. Assignment

Neither party will, directly or indirectly, assign or transfer any claim arising out of this Contract without the prior written consent of the other party whose consent shall not be unreasonably withheld or delayed. The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

I. Severability

If any court of competent authority finds that any provision of these Conditions is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

If any invalid, illegal or unenforceable provision of these Conditions would be valid, legal and enforceable if some part of it were modified or amended, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the Parties' original intention.

J. Notices

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

K. Maintenance of Books and Records

The Contractor shall maintain all books and records related to this Contract for a period of at least six (6) years from the date of final payment under this Contract and shall be made available for inspection upon reasonable request by DCRB.

L. Termination for Cause or Convenience

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

If DCRB proposes terminating the contract for cause, DCRB shall first give ten (10) days prior written notice to the Contractor stating the reason for termination, and providing the Contractor an opportunity to cure the issues leading to termination. Contractor must submit a corrective action plan which outlines the methodology and timeline of each corrective action. The corrective action plan shall be provided to the COR or his designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan in response to the notice to cure shall result in DCRB terminating the contract for cause.

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

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

- A. Contractor shall immediately cease performing the terminated work unless directed otherwise.

- B. Contractor shall be reimbursed for agreed upon fees and expenses incurred in preparing to perform the terminated work.
- C. Contractor shall not be compensated for anticipated future profit for the terminated work.

M. Warranty

The Contractor warrants that the goods or services will be delivered or performed with reasonable care in a diligent, professional and competent manner. The Contractor's sole obligation will be to correct any non-conformance with this warranty. Contractor warrants that it is acting on its own behalf and not for the benefit of any other person.

The Contractor does not warrant and is not responsible for any third party products or services. DCRB's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party contractor and not against the Contractor.

N. Successor Contract

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

O. Taxes

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

Tax exemption certificates are no longer issued by the District of Columbia for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to DCRB.

DCRB is Exempt from Federal Excise Tax- Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.

DCRB is Exempt from Sales and Use Tax – Registration No. 53-6001131, The District of Columbia Office of Tax and Revenue.

P. Payment and Invoicing

DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less

any discounts, allowances or adjustments provided for in this contract. DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the Contract. Invoices shall be prepared in duplicate and submitted to the agency Finance Department with concurrent copies to the Contracting Officer Representative. The address of the Finance Department is:

District of Columbia Retirement Board
Attn: Finance Department
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200
DCRB.Accountspayable@dc.gov

To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- A. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- B. Contract number, invoice number, and purchase order number (if applicable);
- C. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- D. Other supporting documentation or information, as required by the Contracting Officer;
- E. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- F. Name, title, phone number of person preparing the invoice;
- G. Name, title, phone number and mailing address of person (if different from the person identified) to be notified in the event of a defective invoice; and
- H. Authorized signature.

Q. Dispute Resolution

- A. The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Contract that is not resolved by mutual agreement.
- B. Any legal proceedings involving this contract shall be filed with a District of Columbia court with subject matter jurisdiction, and District of Columbia law shall apply, excluding its choice of law provisions.
- C. Pending a final settlement of or a final decision from a court on an action or appeal of, a dispute or a claim asserted by the Contractor against DCRB, the Contractor shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

R. Inspection of Goods and Services

DCRB has the right to inspect and test all goods or services called for by the contract, to the extent practicable at all times and places during the term of the contract. DCRB will perform inspections and tests in a manner that will not unduly delay the work. Inspections and tests by DCRB do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract. DCRB will accept or reject goods or services as promptly as practicable after delivery, unless otherwise provided in the contract. DCRB's failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon DCRB, for non-conforming goods or services.

S. Security and Background Checks

Due to the sensitive nature of the information that the Contractor'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 Contractor 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 Contractor 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 2001and will be conducted through DCRB's security investigation contractor. The cost of the background must be paid directly by Contractor. DCRB may, at its discretion, seek reimbursement for the cost of the security and background investigation(s) conducted on contractor's personnel that the agency incurs.

In addition to the aforementioned background check requirement(s), each Contractor shall provide a risk mitigation plan, including but not limited to, the processes employed by the Contractor 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 Contractor 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.

Contractor and all personnel working on this contract must sign a confidentiality statement provided by DCRB as prescribed above in Section B. Confidentiality and be required to undergo DCRB security and privacy trainings upon contract award.

T. Governing Laws

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

U. Freedom of Information Act

Contractor understands and acknowledges that DCRB is subject to the District of Columbia Freedom of Information Act (“Act”) and consents to the disclosure of its proposal, this Contract, and any information, recommendations, or advice received by DCRB from Contractor under this Contract, or such information, recommendations, or advice is subject to disclosure under the Act. DCRB shall use reasonable efforts to give notice of any demand for disclosure to Contractor as soon as reasonably practicable after demand for disclosure is made upon DCRB.

V. Insurance Requirements

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

- a. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to 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 Contractors. The policy coverage shall include 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 Contractor shall

maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

b. Workers' Compensation Insurance. The Contractor 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 Contractor 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 Contractor shall carry all required insurance until all contract work is accepted by DCRB, and shall carry the required insurances for five (5) years following final acceptance of the work performed under an awarded contract.

These are the required minimum insurance requirements established by the District of Columbia.

HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY.

The Contractor is 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 DCRB.

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

The Contractor shall immediately provide 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 CCO.

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

District of Columbia Retirement Board
Attn: Procurement Office
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200
DCRB.Procurement@dc.gov

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

W. Force Majeure

Neither party shall be liable to the other for any loss, injury, delay, damages or other casualties suffered due to strikes, riots, fires, acts or omissions or the failure to cooperate by any third party, force majeure, acts of government, or any cause whether similar or dissimilar to the foregoing, beyond the reasonable control of such party.

X. Modification of Contract

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if in writing and signed by the Contractor and DCRB Contracting Officer. Administrative aspects of the Contract can be modified unilaterally by DCRB and is enforceable upon submission to the Contractor.

Y. Waiver

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

Z. Quality

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

AA. Appropriation of Funds

DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed by the President of the United States. Funds for the base period and additional option period(s) are subject to the availability of funds. DCRB's liability under this contract is contingent upon and subject to the availability of appropriated funds. The legal liability on the part of DCRB for the payment of any money shall not arise unless and until such appropriations shall have been provided.

BB. 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, including any schedule contract
- (3) Contract attachments
- (4) RFP, including amendments
- (5) BAFOs (in order of most recent to earliest)
- (6) Contractor's Proposal