

SOLICITATION, OFFER, AND AWARD			1. Caption: DCRB Fiduciary Performance Audit			Page of Pages			
						1	54		
1. Contract Number		3. Solicitation Number Doc550426		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 01/28/2021		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 300 South Washington, D.C. 20001				8. Address Offer to: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 300 South Washington, D.C. 20001					
NOTE: In sealed proposal solicitations "offer" or "offeror" means "bid or "bidder"									
SOLICITATION									
9. Sealed offers in original and <u> 1 </u> copy for furnishing the supplies or services in the Schedule via <u>electronic format via Ariba E-Sourcing</u> . <u> 2:00 </u> p.m. local time <u> March 1, 2021 </u> (Hour) (Date) CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.									
10. For Information Contact	A. Name Albert J. Walker, Jr.			B. Telephone (Area Code) 202 (Number) 430-1165 (Ext)			C. E-mail Address albert.walker@dc.gov		
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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u> 120 </u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %				
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date			
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			17. Signature		18. Award Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation				
22. Name of contracting Officer (Type or Print) Nicole Smith-McDermott			23. Signature of Contracting Officer (district of Columbia)				24. Award Date		
 Government of the District of Columbia			 Office of Contracting & Procurement						

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

B.1 The District’s Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Retirement Board (DCRB and/or the Board and/or the District) is seeking a Contractor to perform a fiduciary audit.

B.2 The District contemplates award of a fixed price contract.

B.3 **PRICE SCHEDULE**

B.3.1 **Base Period**

BASE YEAR		
Contract Line Item No. (CLIN)	Description of Services	Total Cost
0001	DCRB Fiduciary Performance Audit	\$
Total Fixed Price Amount		\$

B.3.2 COST/PRICE BREAKDOWN (Please provide on a separate document all direct and indirect costs other than related Direct and Indirect Cost to the contract that make-up the total amount of the contract.)

See sample below:

Example CLIN 0001			
Labor			
Labor Category*	Rate	Hours	Total
	\$		\$
	\$		\$
	\$		\$
Total Labor Cost			\$
Other Direct Costs			
			\$
Indirect Costs			
			\$
CLIN 0001 Total			\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed

cost breakdown by the labor category and fully loaded hourly labor rates for each CLIN.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCRB requires the services of a Contractor to perform a fiduciary audit to: (1) identify organizational areas of strength and weakness in the implementation, administration, and fiduciary oversight of the Retirement Program; (2) compare DCRB third-party administration and other support operations, including investments and Board fiduciary oversight functions, with applicable Federal and District laws, rules, and regulations, industry best practices, and the best practices of other similarly situated governmental 401(a) defined benefit plans; and (3) provide detailed and actionable recommendations to cure or improve any identified deficiencies.

The Contractor shall perform a fiduciary performance audit of the Board Trustee and staff functions that governs the implementation, administration, and fiduciary oversight of the District of Columbia Police Officers and Firefighters' Plans and the Teachers' Retirement Plans (the Plans), as well as, other post-employment benefits functions associated therewith, as well as the administration and fiduciary oversight of the investment and expenditure of Fund assets held in trust for the exclusive benefit of Plan members, their eligible survivors and beneficiaries.

The period of performance shall be one year from date of contract award.

C.4 BACKGROUND

C.4.1 DCRB, established by the District of Columbia Retirement Reform Act (Reform Act) (D.C. Official Code § 1-711(e)) as an independent agency of the District of Columbia, is responsible for managing and controlling the assets of Police Officers and Fire Fighters' Retirement Fund and the Teachers' Retirement Fund (hereinafter, the "Fund"). DCRB is also responsible for implementing and administering the retirement and post-employment benefit programs for employees of the District of Columbia Metropolitan Police Department (MPD), the Fire and Emergency Medical Services Department (FEMS), and the teachers in the public day schools of the District of Columbia Public Schools (DCPS) covered under the Police Officers and Fire Fighters, and Teachers Retirement Benefit Replacement Plan Act of 1998 (Replacement Plan Act)(D.C. Official Code §§ 1-901.01 et seq.). The Reform Act provides the Board with authority to promulgate rules and regulations, adopt resolutions, issue directives for the administration and transaction of its business, and perform other functions necessary to carry out its responsibilities under the Reform Act and the Replacement Plan Act.

C.4.2 The Board appointed an Executive Director to manage the daily operations of the Board. The Executive Director has been delegated the responsibility for the administration and management of the Plans and the Fund (hereinafter, the Retirement Program). DCRB employees approximately sixty (60) full-time employees in the following departments: Benefits, Executive, Finance, Information Technology, Investments, Legal, and Operations (which includes Communications, Human Resources and Procurement).

C.4.3 The Board consists of twelve (12) fiduciary Trustees:

- Three (3) elected by actively employed District Police Officers, Firefighters, and Teachers;
- Three (3) elected by retired District Police Officers, Firefighters, and Teachers;
- Three (3) appointed by the Mayor of the District of Columbia; and
- Three (3) appointed by the Council of the District of Columbia.

C.4.4 DCRB serves as the District's benefits administrator in accordance with the Replacement Plans' governing laws, rules, and regulations. DCRB also serves as the discretionary/non-discretionary third-party administrator responsible for calculating and administering Plan benefits for which the U.S. Department of Treasury's Office of D.C. Pensions (ODCP) maintains financial responsibility for and exercises definitive fiduciary oversight.

C.4.5 Title XI of the Balanced Budget Act of 1997 (Pub. L.105-33, 111 Stat.251) as amended (the Revitalization Act) divides Plan benefit payments into two (2) categories: (1) "Federal Benefit Payments" which are Plan payments based upon creditable service accrued on or before June 30, 1997, the payment of which is the financial responsibility of ODCP, while the administrative functions associated therewith are delegated to DCRB but remains subject to ODCP's fiduciary oversight (referred to as the Federal Frozen Plans); and (2) "District Benefit Payments" which are Plan payments based upon creditable service accrued on or after July 1, 1997, the payment of which is the financial responsibility of the District, while the administrative functions associated therewith are delegated to DCRB and subject to the Board's fiduciary oversight (referred to as the District Replacement Plan).

C.4.6 As a result of the Revitalization Act, a Plan member whose entire creditable service history accrued on or before June 30, 1997, receives a 100% Federal Benefit Payment; while a Plan member whose creditable service history began on or after July 1, 1997, receives a 100% District Benefit Payment. However, a Plan member whose creditable service history began on or before June 30, 1997, but ended after July 1, 1997, receives a Plan benefit payment that is the administrative responsibility of both the Federal and District governments (referred to as Split Benefit Payments). ODCP maintains a separate fund for Federal Benefit Payments and its share of Split Benefit Payments.

C.4.7 The terms of the Frozen Federal Plan and the District Replacement Plan are similar but not identical. The terms of the Federal Frozen Plan are intended to be frozen as they were on June 30, 1997, with one exception involving computation of cost of living adjustments (Pub. L. 105-33 § 11013). The Replacement Plan Act originally adopted the terms of the Frozen Federal Plans for the District Replacement Plans (D.C. Official Code §§ 1-901.01 et. seq.), however, there have been a number of changes to the provisions of the District Replacement Plans since that time. The District is solely responsible for any and all liabilities resulting from changes made to the provisions of the District Replacement Plans (see 31 C.F.R. § 29.313). The District Replacement Plans are intended to be qualified under section 401(a) of the Internal Revenue Code and, as governmental defined benefit plans, are not subject to Title I of the Employees Retirement Income Security Act of 1974. DCRB expresses no opinion on the tax qualified status or intended tax qualified status of the Federal Frozen Plans.

- C.4.8** DCPS is responsible for all personnel information for District teachers, while the MPD, FEMS, and the Police and Firefighters Retirement and Relief Board are responsible for all personnel information and eligibility determinations for District police officers and firefighters. The District's Office of Pay and Retirement Services, maintains member contribution information and processes the payroll for all active Plan participants. The District utilizes PeopleSoft software as its automated personnel and payroll system for all District employees, including all active police officers, firefighters, and teachers. Federal Benefit Payments are calculated by DCRB which works with the U.S. Department of Treasury's Bureau of the Fiscal Service to facilitate payments to annuitants.
- C.4.9** ODCP has implemented the System to Administer Retirements (STAR), which is a system derived from PeopleSoft software to calculate and administer payments from the Retirement Program. STAR calculates benefit payments and maintains some of the historical payment and personnel data used in calculating the benefits for teachers, police officers and firefighters. Data necessary to calculate Plan benefits is input into STAR manually.
- C.5.10** DCRB's benefits administration and other support functions are funded solely from employee and employer contributions made by Plan members and the Federal and District governments to the Fund, as well as investment earnings on those contributions. While the majority of benefit payments currently being distributed are 100% Federal and Split Benefit Payments, the District is becoming responsible for an increasing portion of the total benefit payments and accruals under the Retirement Program. Additional information on the Fund and its investment program is available on DCRB's website at www.dcrb.dc.gov.

C.5 REQUIREMENTS

C.5.1 Review and Assessment of DCRB Organizational Design and Structure Processes, Practices and Procedures

- C.5.1.1** The Contractor shall independently review and objectively assess the suitability and effectiveness of DCRB's organizational design and structure.
- C.5.1.2** The Contractor shall review and assess DCRB's functions which include internal and external controls, practices, policies, procedures, and agreements governing the benefits administration activities delegated to DCRB trustees, employees, affiliate(s) and associated agencies, and service providers. This review shall include the activities of the Board's investment program and each of DCRB's departments. The Contractor shall also assess each departments' operations as compared to industry best practices, the best practices of other similarly situated governmental 401(a) defined benefit plans, and DCRB operations in accordance with applicable Federal and District laws, rules, regulations, and relevant agreements.
- C.5.1.3** The Contractor shall at a minimum complete the following:

- a) Identify by title and/or function of the DCRB trustees, employees, affiliate(s), associated agencies, and service providers that serve in a fiduciary capacity to the Retirement Program and the manner for which they serve (i.e. how);
- b) Identify each function actually performed by DCRB trustees, employees, affiliate and associated agencies, and service providers in the administration of the Retirement Program that should implicate a fiduciary oversight function;
- c) Identify each function performed by DCRB trustees, employees, affiliate and associated agencies, and service providers in the administration of the Retirement Program that implicates or should implicate a fiduciary oversight function;
- d) Identify and independently assess/grade the risks currently assumed by DCRB trustees, employees, affiliate and associated agencies, and service providers in the administration of the Retirement Program; and
- e) Develop a workplan to accomplish the objectives of the fiduciary audit.

C.5.1.4 The Contractor shall provide the following as a result of the workplan development:

- 1- DCRB Fiduciary Performance Audit Workplan
- 2- DCRB Organizational Design and Structure Processes, Practices and Procedures Audit Report
- 3- DCRB Fiduciary Performance Audit Report

C.5.2 Review and Assessment of Board's Governance and Administration Functionality Processes, Practices and Procedures

C.5.2.1 The contractor shall independently review and assess the suitability and effectiveness of DCRB's governance system and oversight structure and compare it against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.2.2 The Contractor at a minimum conduct the following tasks:

- a) Evaluate the Board's governance system and structure, including but not limited to Board composition (existing skillsets as well as deficient or missing skillsets), trustee term limits, reporting structure, peer review and performance evaluations of the Board and Board staff, annual due diligence requirements and reporting, and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;
- b) Evaluate the policies, processes, procedures and practices governing the relationships, roles and responsibilities of the Board's oversight of DCRB staff and service providers, including but not

limited to due diligence measures such as monitoring the initiation, execution, cost analysis, and completion of projects reported to, known of, or requested by the Board, and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;

- c) Conduct cost-benefit and adequacy analysis of internal and external Board trustee and staff education and training and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;
- d) Assess whether DCRB adequately delineates, communicates, and documents the lines of reporting and responsibility over staff responsibilities in general, and specifically within each department of DCRB, and determine whether industry best practice standards of independence and objectivity between the Board and Board staff as well as the Board and Retirement Program administrative functions are met; and
- e) Identify the applicable Federal and District laws, rules, regulations and administrative guidance under which DCRB operates to determine if the Board and staff comply, as well as whether the body of governing law, rules, regulations, and administrative guidance is sufficient to allow the Board and staff to meet their responsibilities.

C.5.2.3 The Contractor shall provide DCRB with a Board Governance and Administration Assessment Audit report.

C.5.3 Review and Assessment of Board's Strategic and Succession Planning, Oversight and Implementation of Processes, Practices and Procedures

C.5.3.1 The contractor shall review and assess the suitability, progress and likelihood of success of DCRB's strategic and succession planning and implementation of initiatives in their current state; and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

The Contractor shall also:

- a) Identify personnel by title and/or function and recommend written succession plans related thereto based on established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;
- b) Identify key functions and evaluate all written strategic plans or initiatives related thereto and compare them against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;
- c) Assess efficiency and effectiveness of DCRB's current reporting structure, including but not limited to reporting relationships between the Board and DCRB's Executive Director; the Board and DCRB's General Counsel; the Board and DCRB Chief Investment Officer; and between

DCRB and external agencies in comparison to established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness; and

- d) Develop recommendations for succession scenarios considering established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans.

The recommendations shall address, but should not be limited to the following:

- i. Revised organizational charts that include identifying training, mentoring, and/or professional development for high potential DCRB employees;
- ii. Plan for identification of individuals with the potential to assume greater responsibility at DCRB, identify relevant development experiences for those who can move into key roles at DCRB and engage the leadership of DCRB to support the development of future leadership;
- iii. Identify and assess long term leadership needs to help ensure the selection of potential succession candidates for high level positions such as the Pension Administrator, Director of Special Projects, IT Director roles within existing staff;
- iv. Framework and processes for orderly transitions and exit planning; and
- v. Organizational readiness (processes to ensure business continuity) such as an emergency back-up plan and departure designed succession planning.

C.5.4 Review and Assessment of Benefits Administration Processes, Practices and Procedures

C.5.4.1 The Contractor shall identify each of DCRB's current benefits administration processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.4.2 The Contractor shall determine if DCRB is performing all benefits administration functions required under the Retirement Programs and by law and if not, why not.

C.5.4.3 The Contractor shall also:

- a) Evaluate the adequacy and effectiveness of DCRB's benefits administration structure, capacity, organization, and subject matter expertise to reasonably administer the Retirement Program and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;

- b) Evaluate the adequacy and effectiveness of DCRB's benefits administration governance including, but not limited to, the existence and/or adequacy of written policies, procedures, training materials and other benefits administration documentation and how it is disseminated to DCRB employees; DCRB employee knowledge and understanding of any existing policies, procedures, training materials and other benefits administration documentation and how that information was disseminated;
- c) Evaluate the adequacy and effectiveness of DCRB's handling of Plan member sensitive, confidential and personally identifiable information ("PII") including, but not limited to, the existence and/or adequacy of written policies, procedures, training materials and other documentation governing the handling of PII and how it is disseminated to DCRB employees; DCRB employee knowledge and understanding of the nature of PII and of any existing policies, procedures, training materials and other documentation governing the handling of PII and how that information was disseminated;
- d) Evaluate the adequacy and effectiveness of DCRB's benefits administration change control processes including, but not limited to, the existence and/or adequacy of internal controls, authentication, multi-level review governing core benefits administration and customer service processes, including manual system, information, data, and/or process overrides or changes; authentication methods of member and/or member representative prior to editing or updating member data; the transmission and tracking of member data between DCRB departments; document retention and destruction systems, policies, procedures and practices; and
- e) Evaluate the adequacy, completeness, and reliability of employer data provided to DCRB by its employer agencies such as MPD, FEMS, and DCPS, and if it is provided in a reasonably sufficient format to allow DCRB to maximize its utilization and analysis.

C.5.5 Review and Assessment of Information Technology and Information Security Processes, Practices and Procedures

C.5.5.1 The Contractor shall evaluate each of DCRB's current information technology and information security processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.5.2 The Contractor shall also determine if DCRB is performing all information technology and information security functions required under the Retirement Program and by law.

C.5.5.3 The Contractor shall also:

- a) Evaluate the adequacy and effectiveness of DCRB's proposed Pension Information Management System development and action plan, including any policies, practices and procedures related thereto, and compare against established industry best practices, as well as the best practices of

other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;

- b) Evaluate the adequacy and effectiveness of DCRB's Retirement Program technology across all departments, including but not limited to storage, systems, networks, applications, servers, routers, etc., for security, usability, sustainability and maintainability, and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness; and
- c) Evaluate the adequacy and effectiveness of DCRB's current and planned information technology and information security controls and privacy practices and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.6 Review and Assessment of Financial Management Processes, Practices and Procedures

C.5.6.1 The Contractor shall evaluate each of DCRB's current financial management processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.6.2 The Contractor shall also determine if DCRB is performing all financial management functions required under the Retirement Program and by law.

C.5.6.3 The Contractor shall:

- a) Evaluate the Board's financial management system, structure, and functions, including but not limited to, internal controls, budgeting, cash management and other financial/expense management functions (including any policies, practices, and procedures related thereto) and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;
- b) Evaluate how administrative expenses are classified, determined, calculated, budgeted for, isolated and expended, including any policies, practices and procedures related thereto, and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness; and
- c) Evaluate DCRB's relationship with its custodial bank, including but not limited to the custodial bank's organizational structure and fee structure, breadth of services, technological planning and capabilities, cash management and analytical services, and the ability of DCRB exercise its fiduciary oversight function of custodial services.

C.5.7 Review and Assessment of Procurement and Contracting Processes, Practices and Procedures

C.5.7.1 The Contractor shall evaluate each of DCRB's current procurement and contracting processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes.

C.5.7.2 The Contractor shall evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB is performing all procurement functions required under the Retirement Program and by law and if not, why not.

C.5.7.3 The Contractor shall:

- a) Evaluate the adequacy and effectiveness of DCRB's internal procurement and contracting efforts, including but not limited to:
 - (1) establishing who is/who are responsible for communicating procurement rules, policies and procedures;
 - (2) the organization, frequency, and form of DCRB procurements; and (3) any drag-on resources and/or overlapping functions and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.8 Review and Assessment of Human Resources Processes, Practices and Procedures

C.5.8.1 The Contractor shall evaluate each of DCRB's current human resources processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB is performing all human resources functions required under the Retirement Program and by law and if not, why not.

C.5.8.2 The Contractor shall also:

- a) Evaluate the adequacy and effectiveness of DCRB's overall organizational structure, capacity, and subject matter expertise to reasonably administer the Retirement Program and implement the strategic direction of the Board and executive leadership and compare against established industry

best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness;

- b) Evaluate the adequacy and effectiveness of DCRB's implementation and communication of its performance management program as well as its employee training and development programs and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness; and
- c) Evaluate the adequacy and effectiveness of DCRB's internal employee communication and engagement efforts, including but not limited to: (1) establishing who is/who are responsible for consistently and objectively communicating employee rights and responsibilities as District as well as DCRB employees; (2) the organization, frequency, and form of internal DCRB communication; and (3) any drag-on resources and/or overlapping functions and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.9 Review and Assessment of Public Relations and Communications Processes, Practices and Procedures

C.5.9.1 The Contractor shall evaluate each of DCRB's current public relations and communications processes, practices and procedures, the internal and external department(s) or subdivision(s).

C.5.9.2 The Contractor evaluate any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB performing all marketing and communications functions required under the Retirement Program and by law and if not, why not.

C.5.9.3 The Contractor shall also:

- a) Evaluate the adequacy and effectiveness of the marketing, communications, and public relations efforts afforded to the Retirement Program's District and Federal partnerships, including but not limited to:
 - (1) listing each District and Federal partnership in flow chart form, the law, rule, regulation, or agreement establishing the partnership, and the parameters of, or extent of services provided pursuant to, the partnership;
 - (2) the organization, frequency, and form of communication between the Retirement Program and its District and Federal partnerships; and
 - (3) identifying any drag-on resources and/or overlapping functions.

C.5.10 Review and Assessment of Office Management and Administrative Support Processes, Practices and Procedures

C.5.10.1 The Contractor shall evaluate each of DCRB's current office management and administrative support processes, practices and procedures, the internal and external department(s) or subdivision(s)

C.5.10.2 The Contractor shall evaluate technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB performing all office management and administrative support functions required under the Retirement Program and by law.

C.5.11 Review and Assessment of Current Investment Processes, Practices and Procedures

C.5.11.1 The Contractor shall evaluate each of DCRB's current investment processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes.

C.5.11.2 The Contractor shall evaluate the completeness, efficiency, and effectiveness thereof by comparing current processes against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB performing all investment functions required under the Retirement Program and by law.

C.5.11.3 The Contractor shall also evaluate the adequacy and effectiveness of DCRB's investment program and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.11.4 The Contractor's evaluation shall include:

- a) DCRB's investment program, as well as the process by which the Board and DCRB internal and external investment personnel oversee, govern, and control the critical elements impacting the investment decisions of the Retirement Program including, but not limited to, DCRB's financial and actuarial inputs, established investment and funding goals, asset allocations, and risk tolerances;
- b) DCRB's investment policy statement and other policies, procedures and practices, as well as the process by which such policies, procedures and practices are adopted, implemented, communicated and subject to periodic due diligence review;
- c) The compatibility of DCRB's current investment strategy with the most recent Fund asset/liability study and five-year actuarial experience study review;

- d) The existence or adequacy of DCRB's current mechanisms and decision-making processes utilized for setting, periodically reviewing, and rebalancing Fund asset allocation;
- e) The existence or adequacy of DCRB's valuation policy for alternative asset classes and whether investment manager fees are monitored for compliance with the applicable limited partnership agreements;
- f) The existence or adequacy of DCRB's internal controls, procedures, and personnel capabilities to regularly review and monitor the performance and compliance of the investment program, including its investment managers;
- g) The existence or adequacy of DCRB's process for measuring, evaluating, and controlling transaction costs, directed brokerage and commission recapture (if any);
- h) The existence or adequacy of DCRB's process for measuring and evaluating investment performance, including whether internal investment personnel and the Board have the requisite subject matter expertise to provide reasonable oversight, how performance data is collected and verified and selection of appropriate benchmarks;
- i) The existence or adequacy of DCRB's methodology for selecting, evaluating, and monitoring the Retirement Program's investment service providers including, but not limited to, the transparency in the decision-making process, specific criteria and procedures governing the selection process, whether they are actually observed in the selection process, and whether there is adequate documentation of selection process, and the reasonableness of compensation; and
- j) The existence or adequacy of DCRB's internal assessment of investment risk including but not limited to the types, levels, and appropriateness of risks in the investment portfolios and overall Retirement Program as well as any internal controls in place at DCRB to ensure compliance with the adopted standards, policies and procedure for managing investment and fiduciary risk.

C.5.12 Review and Assessment of Legal and Compliance Processes, Practices and Procedures

C.5.12.1 The Contractor shall evaluate each of DCRB's current legal and compliance processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness and determine if DCRB performing all legal and compliance functions required under the Retirement Program and by law and if not, why not.

C.5.12.2 The Contractor shall also:

- a) Evaluate the adequacy and effectiveness of DCRB's legal and compliance efforts, including but not limited to: (1) establishing who is/who are responsible for communicating legal and compliance rules, policies, practices and procedures; (2) the organization, frequency, and form of DCRB's legal and compliance efforts; and (3) any drag-on resources and/or overlapping functions and compare against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.
- b) Evaluate the adequacy and effectiveness of DCRB's risk review, mitigation and internal control structure.

C.5.13 Review and Assessment of Executive Leadership Processes, Practices and Procedures

C.5.13.1 The Contractor shall evaluate each of DCRB's current executive leadership processes, practices and procedures, the internal and external department(s) or subdivision(s) and any technology responsible for and/or involved in facilitating the identified processes, and evaluate the completeness, efficiency, and effectiveness thereof by comparing against established industry best practices, as well as the best practices of other similarly situated governmental 401(a) defined benefit plans for adequacy and reasonableness.

C.5.13.2 The Contractor shall also determine if DCRB performing all marketing and communications functions required under the Retirement Program and by law and if not, why not.

C.5.13.3 The Contractor shall:

- a) Evaluate the adequacy and effectiveness of DCRB's approach to risk assessment and management, including but not limited to, the integrity of DCRB's financial controls, budgeting, financial statement reporting, purchasing, contracting, inventory, and accounting policies and practices.

C.5.14 Meetings

C.5.14.1 The Contractor shall participate in and provide meeting minutes for the following meetings:

- a) Kick-Off Meeting
- b) In-Progress Review/Status Meetings
- c) Fiduciary Audit Closeout Meeting Including Power Point Presentation of the Audit Results

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by DCRB's Standard and Special Provisions for use with Supplies and Services Contracts.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by DCRB's Standard and Special Provisions for use with Services Contracts.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 DCRB may extend the term of this contract for a period of one (1) year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that DCRB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

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

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.14.1 a	Kick-off (KO) Meeting and Minutes	1	Video-Teleconferencing	One (1) KO meeting 3 business days after contract award.

C.5.14.1 b	Audit In-Progress Review (IPR/Status) Meeting and Minutes	3	Video-Teleconferencing	Three (3) IPR/Status Meetings: to be scheduled by the CA.
C.5.1.3 c and C.5.1.4 (1, 2, and 3)	Fiduciary Audit Work Plan: to include documents needed for audit, access requirements, communication plan, interview schedule, document completion timelines, and appropriate audit/project management tools (e.g. Gantt Charts, Critical Path, etc.).	1	PDF via email	10 business days after contract award
C.5.1 through C.5.12	DCRB Organization Design and Structure Audit Reports: inclusive of reports for each SOW Requirement in Section C.5.1 through C.5.12	1	3 Hard Copies and 1 PDF via email	To Be Determined during Kick-off Meeting. Due date to be set via contract modification after kick-off meeting.
C.5.14.1 c	DCRB Fiduciary Audit Report Findings and Closeout Meeting Presentation	1	PowerPoint/email and Video-Teleconferencing	To Be Determined during Kick-off Meeting. Due date to be set by contract modification

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Financial Management
The Office of Finance and Resource Management
Accounts Payable
441 4th Street, N.W., Suite 890 North
Washington, D. C. 20001
(202) 727-2718

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

G.2.2.8 Authorized signature.

G.3 **RESERVED**

G.4 **RESERVED**

G.5 **RESERVED**

G.6 **RESERVED**

G.7 **CONTRACTING OFFICER (CO)**

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

Yvette Henry, CPPB
Supervisory Contract Specialist – Contracting Officer
Office of Contracting and Procurement
District of Columbia Government
441 4th Street, NW, Suite 330S
Washington, DC 20001
(202) 724-4792 (Office)
(202) 538-2591 (mobile) (Teleworking during the Health Emergency for COVID 19)
yvette.henry@dc.gov

G.8 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

G.9 **CONTRACT ADMINISTRATOR (CA)**

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

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with DCRB's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

(To be Determined)

- G.9.3** The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of DCRB property, except as specified under the contract.
- G.9.4** The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the DCRB, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause. (See J.7 on Attachment J)

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. U.S. Department of Labor Wage Determination 2015-4281 Revision, 17, dated December 21, 2020**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

H.5 **RESERVED**

H.6 **RESERVED**

H.7 **RESERVED**

H.8 **RESERVED**

H.9 **RESERVED**

H.10 **FAIR CRIMINAL RECORD SCREENING**

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

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

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

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

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

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of DCRB in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for DCRB under the contract.
4. “DCRB” – The District of Columbia Retirement Board.

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to DCRB with the rights specified in section B.2, the Contractor shall furnish to DCRB, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to DCRB with the restricted rights specified in section B.1 of this clause, DCRB, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided DCRB under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to DCRB with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide DCRB with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to DCRB, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to DCRB; or (3) will certify to the DCRB that the Product manufacturer/ developer has named DCRB as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to DCRB, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to DCRB in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so

subcontracted shall be performed pursuant to a subcontract agreement, which DCRB will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by DCRB, the Contractor shall remain liable to DCRB for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

- E. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**Yvette Henry, CPPB
Supervisory Contracting Officer
Office of Contracting and Procurement
District of Columbia Government
441 4th Street, NW, Suite 330 South
Washington, DC 20001**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District 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 subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DCRB Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 DISPUTES

14. Disputes

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

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

All claims by a Contractor against DCRB arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;

- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

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

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to DCRB for an amount equal to the unsupported part of the claim in addition to all costs to DCRB attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

- (1) The CO shall decide all claims by DCRB against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision; and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10)

days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

(b) DCRB shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a DCRB-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:

- (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from DCRB; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither DCRB, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

1.13.1 Non-Discrimination Clause:

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the DCRB adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request DCRB to enter into such litigation to protect the interest of DCRB.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	DCRB’s Standard and Special Provisions for use with Supplies and Services Contracts
J.2	U.S. Department of Labor Wage Determination 2015-4281 Revision, 16 dated April 23, 2020
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	First Source Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”

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

Bidder/Offeror Certification Form

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the DCRB

The Board intends to award multiple contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to DCRB, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

DCRB does not guarantee subsequent projects as a result of this RFP or any services performed related thereto. This requirement is limited to the consulting services outlined and are only intended to cover the identification, assessment and recommendation services outlined herein. DCRB reserves the right to direct OCP to release a separate and distinct solicitation to identify a firm or firms to audit and implement any recommendations resulting from services performed related to this RFP. The firm or firms awarded a contract as a result of this RFP are precluded from bidding, offering, or proposing to implement any recommendations resulting from services performed related to this RFP. However, the firm or firms awarded a contract as a result of this RFP would not be precluded from bidding, offering, or proposing to participate in any subsequent independent verification and validation solicitations which may be reasonably related to the subject matter of this RFP.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 7 DCMR § 1609.2, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract as set forth in subsections (a), (c), (d), (e) of 7 DCMR § 1609.2. If the CO elects to proceed with negotiations under subsection 7 DCMR §1609.2 and/or 1609.4, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an Offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The Offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.8 TECHNICAL PROPOSAL GUIDELINES

L.2.8.1 Section 1, Tab 1 - Executive Summary (15 pages maximum)

The proposal shall contain an executive summary that answers and/or includes the following information:

- A. Describe the proposing organization’s structure, including the following:
1. Ownership information of the offeror, including any material changes in organizational structure, or ownership that has occurred in the past five years.
 2. Provide names of all entities with ownership stakes; along with details regarding affiliated companies and/or joint ventures.
 3. How long the current group of key executives and professionals has in the offeror’s auditing group worked as a team?
 4. For the primary auditor and all supporting auditors, list their audit assignments for the past five years. Include for each assignment the date of the final audit report, whether the auditor served as the in-charge auditor or supporting auditor (manager, senior, or staff), and the client’s name and size (number of pension plan members and plan net position). Include clients’ contact information for references.
 5. For the primary auditor and each supporting auditor, please state the total number of clients currently assigned to these individuals; are the assignments for general auditing services or consulting type services?
 6. For the primary auditor and each supporting auditor, list their investment and GASB 67/68 disclosure experience, including the client’s name, size and assets (number of pension plan

- members and plan net position).
7. Organizational background information, such as how long has your organization provided auditing services? How long has your organization performed these services for government agencies?
 8. What percentage of fiduciary auditing services is provided within the offeror's business? What percentage of revenue comes from fiduciary auditing services?
 9. Provide an organizational chart diagramming the relationships between the professional staff and any parent, subsidiary, affiliate, or joint venture entities.
- B. Is the offeror affiliated with any other firm(s) that could represent a conflict of interest? If yes, briefly describe the offeror's policies and procedures for doing business with these affiliates while safeguarding against conflicts of interest.
- C. Does the offeror, the offeror's parent company, or any affiliated company have any business relationships with DCRB? If so, describe that relationship.
- D. List and describe any professional relationship the offeror or any of the offeror's staff have with any member of the Board, DCRB staff, or participating employer of the District of Columbia Government.
- E. Has anyone in the offeror's staff provided any gifts, travel expenses, entertainment, or meals to any member of the Board, or DCRB staff or participating employer of the District of Columbia Government in the last twelve months? If yes, describe the expense and the purpose.
- F. Describe how the offeror identifies and manages conflicts of interest.
- G. Describe the resources the offeror has that specifically address the needs of public fund clients, including protection of client data files, technical resources, and participating in state and national accounting and auditing industry groups.
- H. Describe how the offeror controls costs, quality, and timeliness of its services, specifically the services required by this RFP.

L.2.8.2 Section 2, Tab 2 - Team Member Technical Expertise (no page limit)

The Offeror's proposal shall contain a detailed staffing plan with an organizational chart indicating the resources and individuals that are to be dedicated to the project. The staffing plan should include the number of staff, names where possible, the capabilities, experience, and project role of the personnel to be assigned to the project.

As part of the staffing plan, the Offeror shall map the proposed team member to the required labor categories in scope of work for those CLINs that require hourly rates, and provide detailed information demonstrating each of the proposed individuals proven experience and past performance in providing similar services. Offerors may map more than one individual to each labor category and detailed resumes must be submitted as well

for each team member.

Resumes should include the following information:

- a. Name
- b. Title
- c. Responsibilities within the firm. If a person has multiple responsibilities, indicate the percentage of time spent in each function
- d. Years of relevant experience
- e. Years with the firm
- f. Degrees and professional designations. If CPA, indicate type of license. The institution awarding each degree and designation

L.2.8.2.1 The Offeror's proposal shall contain a detailed staffing plan with an organizational chart indicating the resources and individuals that are to be dedicated to the project. The staffing plan should include the number of staff, names where possible, the capabilities, experience, and project role of the personnel to be assigned to the project.

L.2.8.3 Section 3, Tab 3 - Fiduciary Audit Approach (no page limit)

L.2.8.3.1 Offerors must thoroughly explain the approach it will take to accomplish the fiduciary performance audit. The approach should explain the types of information and documents needed and state any requirements expected of DCRB relative to the requirement set forth in this solicitation, such as providing office space or equipment.

L.2.8.3.1 Offerors must submit a preliminary milestone plan illustrating the offeror proposed schedule and associated milestones for completing all the requirements and deliverables successfully.

L.2.8.4 Section 4, Tab 4 - Relevant Past Performance and References (15 pages maximum)

L.2.8.4.1 The Offeror shall provide case studies for three (3) previous contracts for which the offeror provided identical or similar work within the last five (5) years with at least two (2) from a state or local government defined benefit pension fund. The studies shall include: Name of Company/Entity; Title of Project; Contract Number; Dollar Amount; Period of Performance; Contact Person's Name; Title; Telephone Number and Email Address. They should also include a narrative that describes the projects and highlight similarities between it and the scope of this solicitation.

L.2.8.4.1 Offerors also shall provide a minimum of three (3) references, including at least two (2) from a state or local government defined benefit pension fund that can comment on the offerors' ability to successfully achieve the requirements in the statement of work. The three (3) projects and references may be the same and do not have to be separate and distinct.

L.2.8.5 PRICE PROPOSAL GUIDELINES

L.2.8.5.1 The price proposal shall include the estimated total price for the entire project and shall be broken down by the task/activities as set forth in the statement of work. Pricing shall be a firm fixed price and shall identify all costs (See Attachment B). For the labor CLINs Offerors shall provide fully burdened rates for each CLIN for all years.

In summary and unless otherwise directed, in writing, the price proposal shall include the following:

- 1) Completed Price Schedule (Schedule B on page 2 of this document);
- 2) Cost breakdown for each fixed price CLIN including other direct costs and all indirect cost (see below);

COST/PRICE BREAKDOWN: (Please provide on a separate document all direct and indirect costs other than related Direct and Indirect Cost to the contract that make-up the total amount of the contract.)

See sample below:

Example CLIN 0001			
Labor			
Labor Category*	Rate	Hours	Total
	\$		\$
	\$		
	\$		\$
	\$		\$
Total Labor Cost			\$
Other Direct Costs			
			\$
Indirect Costs			
			\$
CLIN 0001 Total			\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown by the labor category and fully loaded hourly labor rates for each CLIN.

- 3) Offeror’s are required to submit a copy of their price proposal in both PDF and MS Excel formats; and

L.3 PROPOSAL SUBMISSION DATE

The closing date for receipt of proposals is March 1, 2021 by 2:00 p.m. EST.

L.4 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.5 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.6 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.6.1 Name, address, telephone number and federal tax identification number of Offeror;

L.6.2 A copy of each District of Columbia license, registration and/or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.6.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.7 FAMILIARIZATION WITH CONDITIONS

L.7.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.8 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District 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 the District.

L.8.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.8.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility 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 non-responsible.

L.9 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.9.1 Proposal Submission

L.9.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.9.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.9.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **You may use Microsoft Internet Explorer versions 6, 7, 8, 9, 10, or 11, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

L.9.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.9.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.9.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.10 EXPLANATION TO PROSPECTIVE OFFERORS

L.10.1 If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective Offeror should submit questions no later than **10 business days** prior to the closing date and time indicated on page 1 for this solicitation. The District may not consider any questions received less than **10 business** days before the date set for submission of proposals on March 1, 2021 at 2:00 p.m. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any

prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.11.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.11.2 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."

L.12 PROPOSALS WITH OPTION YEARS

L.12.1 The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.13 PROPOSAL PROTESTS

L.13.1 Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.14 UNNECESSARILY ELABORATE PROPOSALS

L.14.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an

indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.15 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.16 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Yvette Henry, CPPB
Supervisory Contracting Officer
Office of Contracting and Procurement
District of Columbia Government
441 4th Street, N.W, Suite 330 South
Washington, DC 20001

L.18 ACKNOWLEDGMENT OF AMENDMENTS

L.18.1 The Offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.19 BEST AND FINAL OFFERS

L.19.1 If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.21 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.21.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.21.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.21.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.21 FAMILIARIZATION WITH CONDITIONS

- L.21.1** Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

L.20.1 Minimum Contractor Requirements

- L.20.1.1** The Contractor shall have at least five (5) years of experience in providing audit services.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to DCRB, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide DCRB in making an intelligent award decision based upon the evaluation criteria.

M.2 Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.

3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if DCRB evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

M.2.2 If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (70 Points Maximum)

These factors consider the Offeror’s Technical Approach, Experience and Past Performance, and Personnel and Qualifications used in performing the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Offeror’s performance. The criteria to be applied to each technical proposal for each plan are listed below in descending order of importance.

TECHNICAL EVALUATION FACTORS	POINTS
FACTOR A - EXECUTIVE SUMMARY	10
FACTOR B - TECHNICAL EXPERTISE AND EXPERIENCE	15
FACTOR C - FIDUCIARY AUDIT APPROACH	15
FACTOR C - PAST PERFORMANCE	30

TECHNICAL CRITERIA (70 Points Maximum)

Technical Evaluation Factors

<u>Technical Proposal</u>	<u>Points</u>
Executive Summary	10
Technical Expertise and Experience	15
Fiduciary Audit Approach	15
Past Performance	30
Total	70

M.3.2 Technical Proposal Factors - Offerors will be evaluated based on the following:

1 Executive Summary (10 Points maximum)

A. The offeror’s executive summary and supporting information.

2. Technical Expertise and Experience (15 Points maximum)

A. The Offerors team and team members’ technical expertise and previous experience and relevance of the work performed.

B. Offerors resumes for all team members.

3. Fiduciary Audit Approach (15 Points maximum)

A. The Offerors approach to accomplish the agency assessment is thoroughly explained.

B. The Offerors milestone plan for accomplishing the approach is logical and explained in detail.

4. Past Performance (30 Points maximum)

A. The Offeror’s previous work on similar services provided by the offeror to other entities or organizations.

M.3.3 PRICE CRITERION (30 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror’s evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.4 EVALUATION OF OPTION YEARS

- M.4.1** The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.