



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

**Request for Proposal for Consulting Services:  
Organizational Strategic Planning  
Solicitation Number: DCRB-16-025**

**Release Date: May 17, 2016**

**Eric Stanchfield, Executive Director**

900 7<sup>th</sup> Street, N.W. Second Floor, Washington, DC 20001

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Consulting Services: Organizational Strategic Planning</b>			Page of Pages 1
2. Contract Number	3. Solicitation Number  DCRB-16-025	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"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  5/17/2016	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside (CBE Market) <input type="checkbox"/> Open with Sub-Contracting Set Aside <input type="checkbox"/> Other than Full and Open Competition
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at Above Address until 5:00PM local time 7-Jun-16  
(Hour) (Date)

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

10. For Information Contact	A. Name Neda Bolourian	B. Telephone			C. E-mail Address <a href="mailto:dcrb.procurement@dc.gov">dcrb.procurement@dc.gov</a>
		(Area Code) 202	(Number) 343-3200	(Ext)	

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				X			

**OFFER**

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G		17. Signature
(Area Code)	(Number)	(Ext)	18. Offer 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) Eric Stanchfield, Executive Director	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



District of Columbia Retirement Board

## *SECTION A. DCRB OBJECTIVES AND REQUIREMENTS*

### *I. INTRODUCTION*

The District Of Columbia Retirement Board (DCRB) is seeking proposals for Organizational Strategic Planning Consulting Services. In 2012, the Board of Trustees (Board) approved modifications to the agency's existing Strategic Plan; resulting in five, key goals and several corresponding objectives, which are updated annually. The primary role of the consultant will be to: (1) assist DCRB's Board and DCRB senior staff in updating and refining strategic goals; (2) guide senior staff through the process to ensure DCRB successfully achieves its new goals and objectives, including establishing benchmarks and success-metrics, and 3) ensure the agency is appropriately structured and aligned to achieve its goals and deliver on its mission.

Our intention is to secure the services of an organizational strategic planning consultant and enter into a two-year fixed price, level of effort contract.

### *II. BACKGROUND*

DCRB is an independent agency of the District of Columbia created by Congress in 1979 under the Retirement Reform Act ("Reform Act," Pub. L. 96-122, codified at D.C. Code §§ 1-701 et seq.). The Board was given exclusive authority and discretion to manage and control the following retirement funds (collectively, the "Funds"): (1) The Police Officers and Fire Fighters' Retirement Fund (D.C. Code § 1-712) and the (2) The Teachers' Retirement Fund (D.C. Code § 1-713). There are approximately 10,000 active members and 15,000 retired or terminated members in the system. The plan is established and administered according to the City Charter, Article XI, and by related ordinances.

The Board of Trustees approved the current DCRB Strategic Plan in 2012. Since that date, the plan has been modified to be aligned with the tasks and objectives of the Agency to address important issues as they arise. Our current plan includes the following five, key goals:

1. Safeguard the integrity of the Fund.
2. Prudently invest Fund assets to provide long-term sustainable risk-adjusted returns.
3. Expand and improve Member benefits-administration capabilities, while ensuring benefits are paid to our members timely and accurately.
4. Refine DCRB's organizational structure to meet agency responsibilities and needs.
5. Foster member and stakeholder trust through enhanced communication and collaborative outreach.

Within these goals are several objectives, which focus on specific areas to better serve our Members. Offerors are invited to access DCRB's website at

<http://dcrb.dc.gov/release/performance-testimony-dcrb-board-acting-executive-director->

[march-8-2016](#) to review the complete Strategic Plan, as well as the agency testimonies provided at the Performance Oversight Hearing and Budget Oversight Hearings before the Council of the District of Columbia in 2016.

### *A. Statement of Work*

The scope of services for this proposal will include the following:

- A. *Meet with DCRB Senior Staff* in order to understand DCRB's mission, challenges and current strategic planning process.
- B. *Review and suggest revisions to the current Strategic Plan and Vision, Mission, Governance, and Core Values statements*, to ensure they accurately reflect the guiding principles that DCRB requires to address its near- and long-term challenges based on the following principles:
  - i. The Strategic Plan must represent the fundamental decisions, actions, and outcomes needed to continually move the organization in the direction of achieving its Vision and Mission.
  - ii. Strategies must be understandable to and achievable by leaders and staff in the organization.
  - iii. The Strategic Plan must work in concert with DCRB's established governance policy, and established future goals and objectives.
  - iv. Goals must include performance targets that are specific, measurable, and achievable.
  - v. The Strategic Plan must be part of a structured but adaptable planning process and be based on proven methodologies to help ensure DCRB accomplishes its goals and objectives
  - vi. The Strategic Plan must incorporate periodic reviews and checkpoints to permit appropriate changes and modifications
- C. *Facilitate an inclusive and participatory engagement* with DCRB Senior Staff and Trustees to share the proposed DCRB Strategic Plan and make necessary adjustments to the initial plan reflective of the DCRB Senior Staff and Trustee engagement.
- D. *Create*, based on the successful completion of the above experiences, a revised Strategic Plan
- E. *Develop guidance* necessary to facilitate the implementation of the Strategic Plan during the course of the initial period of performance and the option year, including an approach to meaningfully measure the accomplishment of the strategic plan.

## B. Schedule of Events

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

Activity	Scheduled Date
Release of RFP	May 17, 2016
Deadline for Written Questions	May 23, 2016
Response to Written Questions	May 26, 2016
Proposal Due	June 7, 2016
Contract Award	June 2016

## C. Questions and Amendments

All Offeror questions must be submitted in writing via e-mail to Neda Bolourian. Questions via telephone will not be accepted. No oral communication provided by any DCRB staff will be considered binding on DCRB. This RFP is issued by DCRB and is subject to the Board's lockout rule (Appendix A), procurement and conflict of interest rules (Appendix B). Further, from the issue date of this RFP until a successful Offeror is selected, there shall be no communication by Offerors with any DCRB Board, staff members, or contractors other than the DCRB designee. Failure to comply with this provision of the procurement will result in Proposal rejection and disqualification.

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

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

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

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

## D. Proposal Preparation, Submission, and Evaluation

### 1. General

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

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

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

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

## 2. Submission of Proposals

Offerors must prepare and submit both a *separate* technical proposal and a price proposal. Offerors are responsible for submitting the proposal, and any modification, or revisions, so as to reach the DCRB office designated in the solicitation by the time specified in the solicitation.

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

An initial validation of all proposals received will be conducted, before they are distributed for evaluation, to ensure that all the requirements for format, content, and page limits established in the solicitation have been met.

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

## 3. Withdrawal/Modification(s) of Proposals

The offeror or an authorized representative may withdraw proposals by written notice received at any time before award. The withdrawal is effective upon receipt of notice by the contracting officer.

DCRB defines a proposal modification as a change made to a submitted proposal before the solicitation’s closing date and time, or a change made in response to an amendment, or made to correct a mistake at any time before award.

DCRB defines a proposal revision as a change to a proposal made after the solicitation closing date at the request of or as allowed by a contracting officer as the result of negotiations.

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

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

## 4. Method of Proposal Submission

The offeror’s proposal must be submitted electronically via e-mail to the RFP point of contact no later than 5:00 PM Eastern Daylight Time on June 7, 2016. Offerors must comply with the detailed instructions for the format and content of the proposal(s); if the proposal(s) does not comply with the

detailed instructions for the format and content, the proposal(s) may be considered non-responsive and may render the offeror ineligible for award.

## 5. Technical Proposal Sections

The technical proposal will consist of the following sections. Each section is described in detail in the sections below.

### *A. Cover Page*

The cover page shall identify the solicitation number, solicitation title, and the offeror's name.

### *B. Cover letter*

The proposal must include a cover letter signed by an individual legally authorized to bind the respondent to both its technical and price proposals. The cover letter should contain the solicitation number as well as the name, title, address, email address, and phone number of the person(s) who are authorized to represent the Offeror and to whom DCRB should direct follow-up correspondence. The cover letter should acknowledge review and understanding of any and all amendments. This section will not be counted toward the page limitation requirement. However, please limit the cover letter to no more than two pages.

### *C. Technical Approach and Methodology*

Please describe your organization's methodology and approach to address and achieve DCRB's organizational and business needs as described in Section A. Statement of Work, in this RFP.

In addition, please respond to the following, if not directly addressed in the above:

1. Describe your structured but adaptable strategic planning and implementation process including identifying critical business issues and the development and implementation of a Communications Plan.
2. List the type of agency staff you would typically anticipate being involved in the process (beyond senior staff) as well as any other DCRB resources necessary for a successful outcome.

### *D. Past Performance*

The Offeror shall identify three (3) examples of recent (within the last three years) and relevant (public pension or highly comparable entities) past performance for successful organizational analysis and strategic planning and implementation efforts. The identified contracts can be with government, non-profit, commercial, or other customers.

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

For each example, the Offeror shall provide the following narrative information:

1. Description of the planning and implementation process and how its scope relates to this effort's size and scope.
2. Description of the significant achievements, challenges, or obstacles that were encountered and the measures taken to overcome them.
3. The names of the individuals that would be assigned to this effort and their experience in successfully leading and managing engagements similar to the DCRB.

### *E. Schedule*

DCRB anticipates this effort can be completed within a 12-18 month period commencing with contract award. Based on the level of effort described in this RFP, please propose a milestone schedule/timeline for this effort including all major tasks and deliverables including planned performance outcomes for each.

## **6. Management of Services**

After contract award,

1. DCRB anticipates issuing a series of five (5) sequential Task Orders to the successful Offeror for each segment of work described therein. Each Task Order would describe 1) the work to be performed; 2) the time allowed for performance and 3) expected outcomes.
2. The successful Offeror will, in turn submit a response to the Task Order including a "fixed price" for all services to be performed based on the labor hour categories and labor hour rates submitted by the successful Offeror in response to this proposal.
3. DCRB and the successful Offeror will negotiate the terms of the Task Order.
4. The successful Offeror will be paid the negotiated fixed price Task Order amount based on the successful completion of each Task.

## **7. Price Proposal Section**

DCRB anticipates awarding a fixed price/level of effort contract. The price used for evaluation purposes will be based on fees for 1) one year base period and 2) a one year option period.

The Offeror shall include, in its submission, pricing for a one year base period and pricing for an optional one year period for each line item/section in the Option Year matrix indicated below. Failure to submit a price proposal with pricing for a one year option period in addition to the base period pricing will result in your proposal submission being deemed "nonresponsive".

An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performances, the technical proposal, and price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an unusually low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated price, that must be stated in the proposal.

Any inconsistency, if unexplained, may raise a fundamental question of the Offeror’s understanding of the nature and scope of the work required and may adversely impact the Offeror’s standing upon evaluation. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, DCRB may consider the findings of such an analysis in evaluating an Offeror’s ability to perform and the risk of its approach.

The Offeror shall provide pricing in the following matrix:

**Base Year**

Contract Line Item #No. (CLIN)	Description	Labor Hour Category(s)	Labor Hour Rate	Anticipated Number of Hours	Total Anticipated Cost
001	<i>Meet with DCRB Senior Staff</i> (and other staff as necessary) and Board trustees to understand DCRB’s mission, challenges and current strategic plan.				
002	<i>Review and recommend revisions to the current Strategic Plan and Vision, Mission, Governance, and Core Values statements</i> , to ensure the proposed changes accurately reflect the guiding principles DCRB requires to address its near- and long-term challenges				
003	<i>Facilitate an inclusive and participatory engagement</i> with DCRB Senior Staff and Trustees to share the proposed DCRB Strategic Plan and make necessary adjustments to the initial plan reflective of the DCRB Senior Staff and Trustee engagement				
004	<i>Create</i> , based on the successful completion of above experiences, a revised Strategic Plan				
005	<i>Develop guidance</i> necessary to facilitate the implementation of the Strategic Plan including an approach to meaningfully measure the accomplishment of tasks and objectives under the Strategic Plan.				
	Total				

**Option Year**

Item #	Description	Labor Hour Category(s)	Labor Hour Rate	Anticipated Number of Hours	Total Anticipated Cost
006	<i>Facilitate an inclusive and participatory engagement</i> with DCRB Senior Staff and Trustees to communicate the Strategic Plan with Plan Members and District stakeholders and make necessary adjustments to the initial Strategic Plan.				
007	<i>Develop guidance</i> necessary to facilitate any revisions for the Strategic Plan and updated approaches to meaningfully measure the accomplishment of the strategic plan.				
	Total				

Price proposal narratives shall be no more than 2 pages excluding a cover page. Pages exceeding this limit shall ***not*** be considered or evaluated.

**8. Proposal Formatting Requirements**

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

1. Language: The offeror shall submit the proposal in response to this solicitation in English.
2. Formatting: 8.5 x 11 inch paper; Single-spaced typed lines; No graphics or pictures other than those required; Tables are allowed as offeror deems appropriate; 1 inch margins; Times New Roman 12-point font in text and tables; No less than 10-point font in graphics; No hyperlinks; Microsoft Word 2003 software or later version; The offeror shall insert their company’s name in the filename  All files named with the file extension .doc or .docx [Note: Instructions regarding use of certain electronic products listed herein should not be construed as DCRB’s endorsement of specified products.]
3. Page Numbering: The offeror shall use a standard page numbering system to facilitate proposal references. Charts, graphs, tables, and other insert materials shall be numbered and referenced in a table of figures or list of tables.
4. Page Limitations: Each technical proposal cannot exceed 20 pages, not including cover pages, cover letters, company overviews, table of contents, and past performance. Each price proposal cannot exceed 5 pages, not including cover pages, cover letters, table of contents, and pricing sheets. When a page is designed to print on both sides of a sheet, it shall be counted as two pages. Included in the

technical proposal page count are separate pages providing graphics, charts, tables, illustrations, and pictures.

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

All offerors must submit both a separate technical proposal and a cost proposal.

Vendors must address all information specified by this RFP. All questions must be answered completely. DCRB reserves the right to verify any information contained in the offeror's RFP response and to request additional information after the RFP response has been received.

Marketing brochures included as part of the main body of the bid response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and an offeror's answers in the body of the proposal, the latter will prevail.

## 9. Evaluation of Proposals

### A. Basis for Award

This procurement will be awarded on a **best value** basis. DCRB will not make an award to an Offeror if the DCRB makes a determination that an Offeror's solution does not meet the technical, functional, and business needs described in this RFP.

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

The proposals will be evaluated by the DCRB Source Selection Evaluation Board (SSEB), which will provide its consensus recommendations to the DCRB contracting officer. The contracting officer will then make the final best value determination.

### B. Evaluation Process

The evaluation process will be conducted in two phases:

- Phase 1: DCRB staff selected to serve on the Source Selection Evaluation Board (SSEB) will evaluate technical proposals consistent with the evaluation factors and criteria in this solicitation. Offerors whose proposals meet or exceed DCRB's requirements will be further evaluated on price. Based on the review of both technical and price proposals, with technical being more important than price, the SSEB will identify those offerors with whom DCRB reserves the right to conduct negotiations.
- Phase 2: DCRB reserves the right to negotiate with those offerors it considered eligible for award based on the evaluation of each offeror's technical and price proposal.

### C. Evaluation Criteria

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

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

1. Strength of supporting cases where the strategic planning process led to measurable success against pre-determined objectives.
2. Qualifications and experiences of the offeror and the individuals assigned to this effort.
3. Demonstrated ability to lead, facilitate and coordinate strategic consulting projects.
4. Clarity and focus of the proposal in understanding and addressing the issues and requirements in the RFP.

***D. Notification of Award***

A contract will be awarded to an offeror based on the evaluation of the RFP response considering both technical and cost.

After the contract has been awarded, DCRB will notify the unsuccessful offerors.

Each initial offer should be submitted on the most favorable terms from a price and services standpoint that the Offeror can submit to the DCRB. However, DCRB also reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

**10. Technical Evaluation Rating**

Technical proposals will be evaluated using an adjectival rating system methodology.

The evaluation methodologies will allow the SSEB to identify and clearly describe strengths, weaknesses, deficiencies, and risks associated with each proposal. The definitions for each rating are as follows:

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

This methodology will be used to evaluate the overall technical proposal as well as the approach to addressing each of DCRB’s business needs described in Section B.

In conformance with the requirements of this RFP, DCRB will evaluate the option year as well as the base year. Evaluation of options shall not obligate the DCRB to exercise them.

## ***SECTION B: TERMS AND CONDITIONS***

### **A. Reservations**

DCRB reserves the right to reject any and all offers.

DCRB is not liable for any expense incurred in the preparation, delivery or presentation of proposals, quotes, and materials in response to any solicitation, requirement, or request for information.

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

### **B. Confidentiality**

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

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

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

### **C. Indemnification**

Contractor hereby agrees to hold harmless the Board, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify and exonerate same against

and in respect of any and all claims, demands, damages, actions, costs, charges, losses, liabilities, and deficiencies, including legal fees and expenses, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of Contractor in this Contract; and/or (b) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right; and/or (c) Contractor's willful misfeasance, bad faith, negligence or reckless disregard of its obligations in providing services under the terms of the Contract.

#### **D. Sole Property**

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

#### **E. Contractual Requirements**

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

#### **F. Complete Contract**

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

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

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Contract; except where: (a) Contractor has disclosed, in writing to the Board, that it has engaged such a company or person other than a bona fide employee to secure this engagement, and (b) the cost of such engagement is not charged to DCRB under the terms of compensation under this or any other current or subsequent Contract. For breach or violation of this warranty, DCRB shall, at its discretion, void this contract without liability, entitling DCRB to recover all monies paid hereunder and Contractor shall not make a claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if affected, shall not constitute the sole remedy of the Board for the falsity or breach, nor shall it constitute a waiver of the Board's right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to this Contract.

#### **H. Assignment**

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

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

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

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

#### **I. Severability**

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

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

#### **J. Notices**

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

#### **K. Maintenance of Books and Records**

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

#### **L. Termination for Cause or Convenience**

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

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

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

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

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

#### **M. Warranty**

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

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

#### **N. Successor Contract**

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

#### **O. Taxes**

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

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

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

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

## **P. Payment and Invoicing**

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

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

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

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

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

## **Q. Dispute Resolution**

- A. The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Contract that is not resolved by mutual Contract.
- B. Any legal proceedings involving this contract shall be filed with a District of Columbia court with subject matter jurisdiction, and District of Columbia law shall apply, excluding its choice of law provisions.

- C. Pending a final settlement of or a final decision from a court on an action or appeal of, a dispute or a claim asserted by the Contractor against DCRB, the Contractor shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

## **R. Inspection of Goods and Services**

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

## **S. Governing Laws**

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

## **T. Freedom of Information Act**

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

## **U. Insurance Requirements**

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

- a. Commercial General Liability Insurance. The Offeror shall provide evidence satisfactory to the DCRB with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to:

premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Offerors. The policy coverage shall include the DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by the DCRB, and shall contain a waiver of subrogation. The Offeror shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

- b. Workers' Compensation Insurance. The Offeror shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

These are the required minimum insurance requirements established by the District of Columbia. Please see:  
[http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Minimum\\_Insurance\\_Requirements.pdf](http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Minimum_Insurance_Requirements.pdf) for more information.

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

The Offeror are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the DCRB.

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

The Offeror shall immediately provide the DCRB with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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

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

The Offeror agrees that the DCRB may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Offeror, its agents, employees, servants or sub Offerors in the performance of this contract.

#### **V. Force Majeure**

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

#### **W. Modification of Contract**

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

#### **X. Waiver**

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

#### **Y. Quality**

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

### **APPENDIX A**

#### **Board Lock-Out Rule**

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

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

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

1. In the ordinary course of performing an existing contract;

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

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