

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29			1. Requisition Number 4745		1a. PAGE 1 of 35	
2. Agreement No. To Be Determined		3. Award/Effective Date TBD	4. GSA Contract No.	5. Solicitation No. DCRB-2023-RFP-0012		6. Solicitation Issue Date 09-18-2023
7. FOR SOLICITATION INFORMATION CONTACT: Email: albert.walker2@dc.gov		A. Name: Albert Walker, Contract Specialist		Phone: (202) 434-3204		8. Offer Due Date: N/A
9. ISSUED BY Procurement Office District of Columbia Retirement Board 900 7th Street, NW, Suite 200 Washington, DC 20001			10. <input type="checkbox"/> THIS ACQUISITION IS UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> GSA <input type="checkbox"/> COG SIC:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
15. CONTRACTOR / OFFEROR			16. PAYMENT WILL BE MADE BY DCRB Accounts Payable District of Columbia Retirement Board 900 7th Street, NW, 2nd Floor Washington, DC 20001 dcrb.accountspayable@dc.gov			
17. DELIVER TO District of Columbia Retirement Board 900 7th Street, NW, 2nd Floor Washington, DC 20001			18. ADMINISTERED BY Human Resources Department District of Columbia Retirement Board 900 7th Street, NW, 2nd Floor Washington, DC 20001			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED		
19 CONTRACT LINE-ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			24 AMOUNT		
	SEE ATTACHMENT B					
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$		
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 1 thru 3. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		29C. DATE SIGNED		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Gianpiero JP Balestrieri Executive Director		30C. DATE SIGNED
 Government of the District of Columbia				 District of Columbia Retirement Board		

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA RETIREMENT BOARD



GSA MULTIPLE AWARD SCHEDULE CONTRACTORS

COMPENSATION AND BENEFITS CATEGORY: 54121HR

SUBFUNCTION: A.5.1 COMPENSATION MANAGEMENT

REQUEST FOR PROPOSAL

Solicitation No.:	DCRB-2023-RFP-0012
Caption:	DCRB Classification and Compensation Services
Issuance Date:	September 18, 2023
Due Date:	October 18, 2023

The District of Columbia Retirement Board (DCRB and/or the Board), seeks the services of a contractor to conduct a classification and compensation study, and provide recommendations to the DCRB Executive Director, based on the results of the study.

The proposal should be prepared according to the instructions listed below.

1.0 PROPOSAL SUBMISSION REQUIREMENTS

The submission will be conducted electronically using the GSA E-Buy system, and all documents shall be submitted as .pdf and excel files. The District will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

The offeror shall submit three (3) attachments in its electronic submittal: (1) a technical proposal (PDF), (2) a price proposal (PDF) and (3) price proposal spreadsheets in MS Excel. The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

2.0 PROPOSAL FORMAT

2.1 TECHNICAL PROPOSAL GUIDELINES

SECTION A – EXECUTIVE SUMMARY (5-page limit)

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

1. Describe the proposing organization's structure, including the following:
 - a. Ownership information of the offeror, including any material changes in organizational structure, or ownership that has occurred in the past five years.
 - b. Organizational background information, such as how long has your organization provided financial statement auditing services? How long has your organization performed these services?
 - c. How long has the current group of key executives and professionals worked as a team?
 - d. Provide an organizational chart diagramming the relationships between the professional staff and any parent, subsidiary, affiliate, or joint venture entities.
 - e. Provide names of all entities with ownership stakes; along with details regarding affiliated companies and/or joint ventures.
2. Does the offeror, the offeror's parent company, or any affiliated company have any business relationships with DCRB? If so, describe that relationship.
3. 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.
4. 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.
5. Describe how the offeror controls costs, quality, and timeliness of its services, specifically the services required by this solicitation.

SECTION B - PAST PERFORMANCE AND REFERENCES (3-page limit per example)

1. The offeror shall provide examples of three (3) classification and compensation studies and/or 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.
2. The study examples 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 classification and compensation studies, outcomes, lessons learned, and highlight similarities between it and the scope of this solicitation.
3. Offerors also shall provide a minimum of three (3) references, including at least two (2) from a state or local government clients that can comment on the offerors 's ability to successfully achieve the requirements in the statement of work.

SECTION C - CLASSIFICATION AND COMPENSATION STUDY APPROACH (10-page limit)

1. The offeror shall describe in detail the approach for performing the classification and compensation study including the Offeror's Milestone Plan for completing the study.
2. Detailed description of the approach for providing continued classification and compensation services and consultation after the initial study is completed.

SECTION D - TEAM MEMBER TECHNICAL EXPERTISE (2 page limit per team member)

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 classification and compensation study if an award is made. The staffing plan should include the staff, names, capabilities, experience, and project role of all the personnel to be assigned to the project.
2. As part of the staffing plan, the offeror shall map the proposed team member to the required labor categories in the 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 a detailed resume must be submitted 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; and
- f) Degrees and professional designations.

2.2 FAMILIARIZATION WITH CONDITIONS

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.

2.3 PROPOSAL SUBMISSION AND COMPLIANCE DOCUMENTS

The quote/bid and compliance documents listed above should be submitted via email to albert.walker2@dc.gov and dcrb.procurement@dc.gov by the date and time located below in section 2.4, Proposal Submission Date and Time.

2.4 PROPOSAL SUBMISSION DATE AND TIME

The closing date for receipt of RFP Technical and Price Proposals is 2:00 p.m., Wednesday, October 18, 2023.

3.0 EVALUATION

3.1 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.

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;

3.2 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.

3.3 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

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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.

3.4 EVALUATION CRITERIA

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

3.4.1 TECHNICAL CRITERIA

Technical Evaluation Factors

<u>Technical Proposal</u>	<u>Points</u>
Section A - Executive Summary	10
Section B - Past Performance and References	20
Section C - Classification and Compensation Study Approach	20
<u>Section D - Team Member Technical Expertise and Experience</u>	<u>20</u>
Total	70

3.4.2 Technical Proposal Factors - Offerors will be evaluated based on the following:

Executive Summary (10 Points maximum)

1. The offeror's executive summary and supporting information.

Past Performance and References (20 Points maximum)

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

Classification and Compensation Study Approach (20 Points maximum)

1. Detailed description of the approach for performing the classification and compensation study.
2. Detailed description of the approach for providing classification and compensation services and consultation.
3. Offerors milestone plan.

Team Member Technical Expertise and Experience (20 Points maximum)

1. The Offerors team and team members' technical expertise and previous experience and relevance of the work performed.
2. Offerors resumes for all team members.

3.5 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:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \\ \text{Price of proposal being evaluated} \end{array} \times \text{weight} = \text{Evaluated price score}$$

3.6 EVALUATION OF OPTION YEARS

DCRB 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 oblige the DCRB to exercise them. The total District's requirements may change during the option years. The quantities to be awarded will be determined at the time each option is exercised.

The Offeror must include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option years.

4.0 QUESTIONS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question via email to albert.walker2@dc.gov and include "QUESTIONS: DCRB-2023-RFQ-0012 -DCRB Classification and Compensation Services" in the subject line. The prospective offeror should submit questions no later than 2:00 p.m., September 29, 2023. EST. DCRB will furnish responses directly to potential offerors at the following website locations: <https://dcrb.dc.gov/publication/dcrb-2023-rfq-0012-dcrb-classification-and-compensation-services> and <https://app.box.com/s/as288yhre9086g6g4wf3jvnlzye7gmsf>. 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 DCRB officials before the award of the contract will not be binding.

5.0 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment as a part of proposal submission. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

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6.0 CONTRACT TYPE

The award will be a firm-fixed price contract with a labor hour component.

7.0 TERM OF CONTRACT

The term of the contract shall be for a period of one year (12 months) from date of award.

8.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

8.1 DCRB may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the contractor before the expiration of the contract; provided that the 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 the 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.

8.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

8.3 The price for the option period shall be as specified in the price schedule contained in this contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

9.0 KEY PERSONNEL

The key personnel specified in this request are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the contractor shall notify the contracting officer at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The contractor shall obtain written approval for any proposed substitution of key personnel.

The DCRB considers the following positions to be key personnel:

1. Classification and Compensation Manager
2. Classification and Compensation Analyst/Specialist

10.0 TERM OF CONTRACT AND OPTION TO EXTEND THE TERM OF THE CONTRACT

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

10.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

10.1.1 DCRB may extend the term of this contract for four one-year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the three-year base period of contract; provided that DCRB will give the Contractor preliminary written notice of its intent to

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extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the 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.

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

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

10.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

10.2 PAYMENT PROCESS

10.2.1 INVOICE PAYMENT

10.2.2 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.

10.2.3 DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

10.3 INVOICE SUBMITTAL

10.3.1 The Contractor shall submit proper invoices monthly or as otherwise specified in Section 10.3.2. Invoices shall be prepared and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section 10.6.7 below. The address of the CFO is:

District of Columbia Retirement Board
Accounts Payable
900 7th Street, N.W., Suite 200
Washington, D. C. 20001
dcrb.accountspayable@dc.gov

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

10.3.3 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

10.3.4 Contract number and invoice number;

10.3.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

10.3.6 Other supporting documentation or information, as required by the Contracting Officer;

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10.3.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

10.3.8 Name, title, phone number of people preparing the invoice;

10.3.9 Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and

10.3.10 Authorized signature.

10.4 Payment

Unless otherwise specified in this contract, payment will be made on deliveries of good and services accepted by DCRB if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
- d) "Payment will be made on completion and acceptance of each item for which the price is stated in the quote/bid submitted on October 18, 2023, and/or subsequent purchase.
- e) Presentation of a properly executed invoice.

10.4.1 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general, and administrative expenses and profit.

10.5 CONTRACTING OFFICER (CO)

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

Gianpiero JP Balestrieri
Executive Director
District of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
jp.balestrieri@dc.gov

10.5.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

10.5.3 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.

10.5.4 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.

10.6 CONTRACT ADMINISTRATOR (CA)

10.6.1 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:

10.6.2 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;

10.6.3 Coordinating site entry for Contractor personnel, if applicable;

10.6.4 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,

10.6.5 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 the DCRB's payment provisions, and

10.6.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

10.6.7 The address and telephone number of the CA is:

Vernon Valentine
Human Resources Director
Human Resources Department
District of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
Phone: (202) 343-3227
Email: vernon.valentine@dc.gov

10.6.8 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,
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.

10.6.9 The Contractor will 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.

11.0 PACKAGING AND MARKING

11.1 PACKAGING AND MARKING instructions shall be coordinated with and confirmed by the DCRB CA identified in Section 10.6.7.

The packaging and marking requirements for this contract shall be governed by DCRB's Standard Contract Provisions for use with Supplies and Services Contracts.

12.0 INSPECTION AND ACCEPTANCE

12.1 Inspection and Acceptance requirements for this contract shall be governed by DCRB's Standard and Special Provisions for use with Supplies and Services Contracts.

Inspection and Acceptance shall be coordinated with and confirmed by the DCRB CA in Section 10.6.7.

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SPECIAL CONTRACT REQUIREMENTS

13.0 CONTRACT CLAUSES

13.1 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.

13.2 CONTRACTS THAT CROSS FISCAL YEARS

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

All subsequent option periods are subject to availability of funding. Unless otherwise agreed to in writing between the Board and the Contractor, the effect of termination is to discharge both the Board and Contractor from future performance but not from their existing obligations. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered.

13.3 RECORD RETENTION; WORK PRODUCT

1) Record Retention

Contractor shall keep and maintain a copy of all records related to the Retirement Program, including but not limited to any pertinent transaction, activity, time sheets, cost, billing, accounting and financial records, proprietary data, electronic recordings, and any other records created in connection with the contract (the "Board Documents"), for the term of the contract and for no less than six (6) years following the date of final payment under the contract. Contractor agrees to immediately notify the Board of any changes in its record retention policies or standards.

2) Record Review and Audit

Contractor agrees that the Board, or any duly authorized representative of the Board, shall have access to and the right to examine, audit, excerpt, copy or transcribe any Board Documents at any time during the term of the contract, or at any time for up to six (6) years following the date of final payment under the contract. Upon request by the Board, Contractor shall make such Board Documents available for review during normal business hours via, at a minimum, electronic delivery. Contractor shall make available the persons responsible for maintaining the Board Documents during such review for the purpose of responding to reasonable inquiries. Contractor agrees that the Board shall be entitled to audit the books and records of Contractor to the extent such books and records relate to its performance under the contract.

3) Work Papers

The Board agrees that all “work papers” shall be the sole property of Contractor. “Work Papers,” for purposes of the contract, are defined as studies, analyses, reports, and other documents developed or prepared by Contractor independent of, and without incorporation of information, statistics, data or returns specific to the Board or supplied to Contractor by the Board, its representatives, agents, or investment managers.

4) Work Product

The Contractor agrees that all “work product” shall be the sole property of the Board. “Work Product,” for purposes of the contract, is defined as any and all studies, research, analyses, reports, writings, notes, plans, documents, data, software, processes, products, techniques, methods, or other tangible item generated or developed by Contractor with respect to, resulting from, or in connection with, the performance of the contract (either during the term of the contract or in the twelve-month period next succeeding the expiration or earlier termination hereof). Contractor shall not transfer, disclose, or otherwise use any Work Product for any purpose other than in performance of its services hereunder without the prior express written consent of the Board, which may be granted or denied in the Board’s sole discretion.

13.4 CONFIDENTIALITY OF INFORMATION

Except to the extent required by any applicable federal or District law or as otherwise agreed to by the Board and Contractor in writing, Contractor shall keep confidential any and all information concerning the affairs of the Board, the actions of Contractor taken pursuant hereto, in accordance with the terms and provisions of this contract entered into between the Board and Contractor. The Contractor is given authority hereby to disclose information, provide copies and communicate with the Board’s agents such as the Board’s legal counsel and hired investment managers.

The Board and Contractor hereby acknowledge that the Board is subject to the provisions of the District of Columbia Freedom of Information Act at D.C. Code §§ 2-531 et. seq. and that documents and other records received by the Board from the Contractor and vice versa, unless exempt by applicable law, are open to public inspection. The Board and Contractor further acknowledge that the Board is subject to the provisions of the District of Columbia Open Meetings Act at D.C. Code §§ 2-571 et. seq. and those meetings of the Board, unless subject to closure by applicable law, are open to the public.

“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 entering into 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 the 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.

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

13.5 NON-DISCLOSURE

The Board and the Contractor shall maintain as confidential, and shall not disclose to third parties without prior written consent, any of the Parties proprietary information including, but not limited to, the Parties' business activities, practices, systems, conditions, products, services, plans, methodologies and other related materials other than the Parties' information that is: (a) known to the Parties prior to disclosure to one another; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through source other than the Parties in violation hereof; (c) made known to the Parties by a third person who is not subject to any confidentiality obligation known to the parties and such third-party does not impose any confidentiality obligation on the Parties with respect to such information; or (d) independently developed by the Parties without use of any confidential information disclosed by the Parties hereunder.

Contractor shall at all times obtain the prior written approval of the Contracting Officer before it or any of its officers, agents, employees or Subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material for publication through any medium of communication, bearing on the work performed or the data collected under the contract.

Except as required by applicable legal or regulatory authority with competent jurisdiction, no information regarding the Parties' performance under the contract shall be disclosed by the Parties unless written approval is obtained in advance from the Board.

The Board shall ensure that its personnel do not disclose to any non-Board person or organization information concerning Contractor's plans, methodologies, systems, processes, or related materials, utilized to provide services under the contract.

Trade secrets or similar proprietary data which Contractor does not wish disclosed to personnel other than those involved in contract administration or execution will be kept confidential to the extent permitted. The contract shall identify and mark all proprietary materials.

13.6 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, defend 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 the 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.

The Contractor assumes all risks for direct or indirect damage or injury to the property or persons used or employed in the performance of the contract. Contractor shall also repair or replace any Board property that is damaged by Contractor, Contractor's officers, employees, agents, Subcontractors, or any other person acting for or by permission of Contractor while performing the work hereunder.

The indemnification obligation hereunder shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of the contract. The Board agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Board is required in connection with the settlement. Monies due or to become due to Contractor under the contract may be retained by the Board as necessary to satisfy any outstanding claim which the Board may have against Contractor.

13.7 RIGHTS IN DATA

Definitions

- a. "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.
- b. "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.
- c. "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.
- d. "DCRB" – The District of Columbia Retirement Board.

Title to Project Deliverables

- e. The Contractor acknowledges that it is commissioned by the Board to perform services detailed in the contract. The Board shall have ownership and rights for the duration set forth in the contract to

use, copy, modify, distribute, or adapt Products as follows:

- i. 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, the Board 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 the Board's satisfaction), and distribute Existing Product to the Board's 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 the District of Columbia Retirement Board. The Board agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
 - ii. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the Board 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.
- f. Transfers or Assignments of Existing or Custom Products by DCRB
- i. The Board 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 during the Contractor's business.
- g. Subcontractor Rights
- i. 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 the Board or the Contractor's rights in that subcontractor data or computer software which is required for the Board.

Source Code Escrow

- h. For all computer software furnished to the Board, the Contractor shall furnish DCRB, a copy of the source code with such rights of the scope as specified in this section. For all computer software furnished to the Board with the restricted rights specified, the Board shall, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Board under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, 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.
- i. If the Contractor or Product manufacturer/developer of software furnished to the Board with the rights specified herein offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the Board 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 the Board and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the Board; or (3) will certify to the Board 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 the Board, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

- j. 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 the Board in writing.

Indemnification and Limitation of Liability

- k. The Contractor shall indemnify and save and hold harmless the Board, 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 the contract, or based upon libelous or other unlawful matter contained in such data.

13.8 OTHER CONTRACTORS AND SUBCONTRACTS

The Board and Contractor agree that this is a non-exclusive agreement between the Board and the Contractor and that the Board maintains the discretion to appoint, at any time, other Contractors, and advisors to advise on the administration and management of the Retirement Program. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Board contractor or by any Board employee.

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Board has the right to review and approve prior to its execution by the Contractor, if applicable. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the contract. Notwithstanding any such subcontract approved by Board, the Contractor shall remain liable to the Board for all Contractor's work and services required hereunder.

13.9 INSURANCE

General Requirements:

- 1) The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the 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 Contracting Officer. 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 the contract and wish to propose different insurance requirements than

outlined below, 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 to the CA for compliance review. DCRB will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from DCRB specific insurance requirements for the subcontractor, such subcontractor shall, at a minimum, have the same insurance requirements as the Contractor.

- 2) All required policies shall contain a waiver of subrogation provision in favor of the Board and Government of the District of Columbia.
- 3) The Board and 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 additional insureds for claims against the Board and/or the Government of the District of Columbia relating to the 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 insureds. Additional insureds status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected 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 Contracting Officer 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 insureds arising out of the performance of the contract 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 insureds.
- 4) If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the Board and the Government of the District of Columbia requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

Insurance Requirements

- 5) **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.

- 6) **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.
- 7) **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.
- 8) **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 the contract 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the CA for compliance review.
- 9) **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 \$10,000,000 per claim or per occurrence for each wrongful act and \$10,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Board and/or 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. Limits may not be shared with other lines of coverage.
- 10) **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.
- 11) All insurance required by this paragraph shall include a waiver of subrogation endorsement for the benefit of the Board and the Government of the District of Columbia.
- 12) 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 Board and/or Government of the District of Columbia.
- 13) The Contractor shall carry all required insurance until all work under the contract is accepted by the Board and shall carry listed coverages for a minimum of five (5) years following final acceptance of

the work performed under the contract.

- 14) These are the required minimum insurance requirements established by the Board. However, the required minimum insurance requirements provided above will not in any way limit the Contractor's liability under the contract.
- 15) The Contractor and subcontractors are solely responsible for any loss or damage to their personal property. A waiver of subrogation shall apply in favor of the Board and the Government of the District of Columbia.
- 16) The Board shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the costs related to the contract.
- 17) The Contractor shall ensure that all policies provide that the Contracting Officer 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 Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the Contracting Officer with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- 18) 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 the CA.
- 19) The Contracting Officer 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 Contracting Officer 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 Contracting Officer on an annual basis as the coverage is renewed (or replaced).
- 20) Contractor agrees that the Board and/or the District may disclose the name and contact information of its insurers to any third party which presents a claim against the Board and /or the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, or subcontractors in the performance of the contract.
- 21) All Contractor's and its subcontractors' insurance required in connection with the 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.

13.10 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

To the extent applicable to the Board as an independent agency of the District, the Board shall make reasonable efforts to comply with the rules and regulations promulgated by the District's Office of Human Rights in accordance with Mayoral Order 85-85, dated July 10, 1985, Compliance with Equal Opportunity Obligations in Contracts. The Contractor shall be responsible for providing the Board with any documentation requested or required to determine Contractor's compliance, including the forms for completion of the Equal Employment Opportunity Information Report.

13.11 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:

- a. GSA Agreement, and any subsequent modifications thereto
- b. Agreement Attachments and Appendices thereto
- c. Solicitation and any subsequent modifications thereto
- d. Best and Final Offer (in order of most recent to earliest)

13.12 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 the 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 the 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 the Board under the terms of compensation under this or any other current or subsequent Agreement. For breach or violation of this warranty, the Board shall, at its discretion, void the contract without liability, entitling the Board 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 the 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 the contract.

13.13 ASSIGNMENTS

Neither Party will, directly or indirectly, assign or transfer any claim arising out of the 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 because of the performance of the contract.

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

Notwithstanding an assignment of contract payments, 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).”

13.14 TAXES

The Board, as an independent agency of the Government of the District of Columbia, 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 for Federal Excise Tax. The following statement or statements may be used by Contractor when claiming tax deductions for Federal Excise Tax exempt items sold to the Board: “The District of Columbia Government is Exempt

from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland. The District of Columbia Government is Exempt from Maryland Sales Tax, Registered with The Comptroller of The Treasury – Exemption No. 09339. The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

13.15 OFFICIALS NOT TO BENEFIT

Unless a determination is made as provided herein, no officer or employee of the Board will be admitted to any share or part of the contract or to any benefit that may arise therefrom, and any Agreement made by the Contracting Officer or any Board employee authorized to execute contracts in which they or an employee of Board will be personally interested shall be void, and no payment shall be made thereon by the Board or any officer thereof, but this provision shall not be construed to extend to the contract if made for DCRB’s or the District’s general benefit. A Board employee shall not be a party to a contract with DCRB and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by a Board employee to be a party to such a contract, unless a written determination has been made by DCRB’s General Counsel that there is compelling reason for contracting with the employee, such as when the Board’s needs cannot reasonably otherwise be met.

Contractor represents and covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services herein. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

13.16 DISPUTE RESOLUTION

Any dispute between the Board and Contractor shall be resolved in accordance with the Board’s dispute provisions at 7 DCMR 1615 which are incorporated herein by reference.

13.17 TERMINATION FOR CAUSE

The contract may be terminated by the Board in whole or in part for cause at any time. If the Board proposes terminating the contract for cause, the Board shall first give ten (10) calendar days prior written notice to Contractor stating the reason for termination and providing Contractor an opportunity to cure the issues leading to termination. The 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 CA or the CA’s designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan acceptable to the Board in response to the notice to cure shall result in the Board 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.

13.18 TERMINATION FOR CONVENIENCE

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

- a. immediately cease performing the terminated work unless directed otherwise;
- b. be reimbursed for agreed upon fees and expenses incurred in performing or preparing to perform agreed upon work under the contract; and
- c. not be compensated for anticipated future profit for performance of work terminated by the Board.

13.19 ASSIGNMENTS

The Contractor may not assign the contract without the prior written consent of the Board, except that the Contractor may assign the contract to any entity which directly or indirectly is controlled by, or is under common control with, Contractor. The contract shall be binding upon, and inure to the benefit of, the Board and their respective successors and permitted assigns.

13.20 GOVERNING LAW AND LEGAL PROCEEDINGS

The procurement rules promulgated under 7 DCMR 1600 *et seq.* shall also govern the contract. The services solicited are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, *et seq.* ("PPRA"); (ii) D.C. Council Agreement review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

The contract shall be construed in accordance with and governed by the laws of the District of Columbia, without regard to its conflicts of law provisions, and any remedies of the parties pertaining hereto shall likewise be governed by said laws. The parties hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to the contract. Contractor consents to the exclusive jurisdiction of District of Columbia courts with respect to all legal proceedings instituted by Contractor or the Board hereunder. Venue for any action, in law or equity, related to the contract shall be exclusively in the District of Columbia. In the event of any legal proceeding arising out of the enforcement or interpretation of the contract in which the Board prevails, the Board shall be entitled to reimbursement from Contractor of its reasonable attorneys' fees, costs, and expenses.

14.0 TIME

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

15.0 HOURLY RATE CEILING

- 15.1** The ceilings for specified hourly rate items are set forth in Attachment B, Sections B.1 through B.4
- 15.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the DCRB shall not exceed the ceilings specified in Attachment B, Sections B.1 through B.4
- 15.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- 15.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- 15.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- 15.6** DCRB is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.1 through B.4 and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Attachment B, Sections B.1 through B.4, until the CO notifies the Contractor, in writing, that the estimated cost

has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.

- 15.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, DCRB is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- 15.8** If any hourly rate ceiling specified in Attachment B, Sections B.1 through B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- 15.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.1 through B.4 unless the change order specifically increases the hourly rate ceilings.

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16.0 ATTACHMENTS

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

Attachment Number	Document
A	Specifications/Work Statement
B	Offeror's Cost/Price Proposal
C	DCRB Bidder-Offeror Certification Form
D	Past Performance Evaluation Form
E	Form W-9

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17.0 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Quoter/Bidder shall:

1. Register with the District of Columbia Department of Licensing and Consumer Protection and submit a DC Certificate of Good Standing (CGS) upon notification of contract award. Register at <https://corponline.dlcp.dc.gov> or contact the DLCP Corporations Division at (202) 671-4500.
2. Submit a copy of the Quoter/Bidder's business license as determined and required by DLCP. If after consultation with DLCP, the Quoter/Bidder determines it is not required to obtain a DC business license, the Offeror's shall submit a copy of the business license issued by the Offeror's business licensing authority.
3. Submit a copy of the Quoter/Bidder's DC Certificate of Clean Hands (CCH). To obtain a DC Certificate of Clean Hands businesses must register with the District of Columbia Office of Tax and Revenue (OTR). For information, please visit <https://mytax.dc.gov>, or call (202) 727-4829 for more information.
4. Submit a completed Attachment F, DCRB Bidder-Offeror Certification Form.
5. Provide the Offeror's Dun and Bradstreet Number.
6. Provide the Offeror's Unique Entity Identification Numbers (UEID #). Federal UEID numbers are generated by the Federal System for Award Management at www.SAM.gov.
7. Submit a completed Attachment H, Form W-9.

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ATTACHMENT A

SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE:

DCRB seeks the services of a competent and qualified contractor to conduct a classification and compensation study, and provide recommendations to the Executive Director, based on the results of the study.

2.0 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Code of the District of Columbia	1-711(e)	Aug. 2, 2023
2	DC Code	1-711(k)	Aug. 2, 2023
3	DC Code	1- 608.51-1.608.82	Aug. 2, 2023
4	DC Code	1-515.01	Aug. 2, 2023
5	DC Code	1.515.03	Aug. 2, 2023
6	DC Municipal Regulations	7 DCMR 1800	Aug. 2, 2023

3.0 DEFINITIONS

See DC Code 1-515.01

4.0 BACKGROUND

4.1 DCRB (and/or “Board is an independent Board of the District of Columbia government that was created by Congress in 1979 under the District of Columbia Retirement Reform Act (Reform Act). DCRB’s Board has 12 Trustees, six (6) of whom are elected by the participant groups, three (3) who are appointed by the Mayor, and three (3) who are appointed by this Council. In addition, the DC Treasurer (representing the District’s Chief Financial Officer), serves on the Board as an ex-officio (non- voting) member. Trustees, who are fiduciaries, must act solely in the interest of all plan members. DCRB has two core missions—managing the pension trust fund and administering retirement benefits for police officers, firefighters, and teachers of the District of Columbia.

4.2 DCRB has exclusive authority to establish an independent classification and compensation structure for agency employees, as well as provide agency-specific benefits in addition to base salary. Authority to establish a classification and compensation system for staff appointed by the District of Columbia Retirement Board ("Retirement Board") is set forth in Title IX, section 902(d) of the Service Improvement and Fiscal Year 2000 Budget Support Act of 1999, D.C. Law 13-38 (the "Retirement Board Amendment Act of 1999"), and the District of Columbia Retirement Reform Act, as amended (the "Reform Act"), effective November 17, 1979 (Pub. L. 96-122, 93 Stat. 866). D.C. Code § 1-711(e). Authority to provide supplemental benefits for Retirement Board staff is set forth in the Retirement Amendment Act of 2004, DC Law 15-300, effective April 8, 2005. D.C. Code 1-711(k).

- 4.3** DCRB uses market pricing and total compensation approaches to help ensure that its compensation policies and structure are optimally designed to attract, motivate, and retain talented employees with the skills required to successfully execute the agency's statutory obligations. While DCRB's compensation program largely is independent of the compensation schedules for other DC government employees, it also is constrained and governed by certain restrictions regarding District government salary maximums, residency requirements, and service-category placements. The Contractor's recommendations may lead to revisions and updates to the agency's current classification and compensation policies, pay scale, and benefits program.

5.0 REQUIREMENTS

The contractor shall perform the following duties and requirements:

- 5.1 Project Plan.** The Contractor shall develop, submit a comprehensive Classification and Compensation Project Plan, including project milestones, key stakeholders, tasks, deliverables, and timelines for execution of the study, as well as implementation of approved changes or updates to DCRB's compensation program. The project plan shall be cost effective and time-efficient and be submitted to the DCRB Contract Administrator for approval.
- 5.2 Classification and Compensation Study.** The Contractor shall conduct a total compensation, market pay analysis for all DCRB positions. The classification and compensation tasks shall be completed within one year of the initiation of the contract. An update to the tasks will be completed by DCRB in the third year following completion of the initial survey, recommendations, and implementation.
- 5.2.1** The classification and compensation study shall be conducted by specially trained and experienced Contractor professionals who have: (i) experience in job-market data analysis, (ii) a sound working knowledge of the positions involved, (iii) an obligation to justify all compensation decisions with fully researched and documented data, and (iv) no direct or indirect financial interest that conflicts with the fair, impartial, and objective performance of duties required.
- 5.2.2** Pursuant to DC law and DCRB regulations, the classification and compensation study shall include a survey of agency positions in relevant markets and/or in organizations having similar jobs to recommend changes to or adjustments in the current salary structure to ensure the ongoing competitiveness of DCRB's compensation program.
- 5.2.3** The Contractor shall use public and private sector surveys, as well as data in all relevant industries in conducting the compensation survey. The Contractor shall identify the relevant competitive areas, both professional and geographic (if relevant), for each type or group of position. In addition to basic pay, the survey shall include an assessment of total compensation, including the value of health and other insurance, retirement plans, opportunities for bonuses, educational cost reimbursements, paid time off, sick leave, etc. At least two data sources shall be used, if available, to develop a market estimate for each position.
- 5.2.4** The Contractor shall take into consideration District government constraints and restrictions related to salary maximums, residency requirements, and service-category placements during the performance of the classification and compensation study.

DCRB Classification and Compensation Services

5.3 Documentation, Recommendations, and Guidance. The Contractor shall provide guidance and recommendations to DCRB Human Resources on the trends in benefits other than base salary in competitive markets.

5.3.1 The Contractor shall provide supporting documentation and guidance to DCRB Human Resources on the classification and compensation structure.

5.4 Positions Description Reviews and Updates. The Contractor shall review, recommend revisions/updates, and execute approved changes to DCRB's current position descriptions (PDs).

5.4.1 Prior to conducting the compensation survey, the Contractor shall review current, electronically available DCRB PDs. Based on that review, the Contractor shall make recommendations for revisions to the PDs, to ensure that they reflect defensible position differences; include appropriate career progressions; ensure relevant education and experience requirements; and meet full compliance with current employment law (e.g., Fair Labor Standards Act, Americans with Disabilities Act, District of Columbia Living Wage law, etc.).

5.4.2 The Contractor shall work closely with DCRB managers to ensure that all PDs reflect the complexity of duties performed and the actual skills involved. The Contractor shall also use the market data from the survey to determine whether a DCRB position is properly graded, based on external market value. Upon concluding the due diligence and with DCRB approval, the Contractor shall execute the changes to DCRB's library of descriptions and furnish the agency with digital copies of the final PDs.

5.5 Continued Classification and Compensation Services and Support

5.5.1 In addition to conducting the one-time study and providing recommendations to DCRB, the Contractor shall be available to provide classification and compensation support (e.g., position evaluations) on an as-needed basis for new or revised positions, as the need may arise.

5.5.2 The Contractor shall provide electronic copies of all materials. All data and materials remain the property of DCRB at the conclusion of the study.

5.6 Meetings

5.6.1 Kick-Off Meeting - The Contractor shall participate in a post contract award Kick-Off Meeting with senior DCRB staff and stakeholders to gain an in-depth knowledge of DCRB and its classification and compensation program, as well as the laws and regulations that govern it.

5.6.2 Trustee Board Meetings - The Contractor shall meet with DCRB's Board to present its findings, and discuss its recommendations, as requested by DCRB. The Contract Administrator shall provide the Contractor with advance notice of any meetings.

5.7 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the DCRB's requirements and submit each deliverable to the Contract Administrator identified in Section 10.7.6 above in accordance with the following:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
5,6	Meeting Minutes	1	Electronically	Three (3) days after meeting.
5.1	Project Plan	1	Electronically	As Agreed by DCRB CA
5.2	Classification and Compensation Study	1	Electronically	As agreed by DCRB CA
5.3	Documentation, Recommendations, and Guidance	1	Electronically	As agreed by DCRB CA
5.4	Position Description Revisions and Updates	1	Electronically	As agreed by DCRB CA

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ATTACHMENT B**B.0 PRICE SCHEDULE****B.1 BASE PERIOD**

Contract Line Item No. (CLIN)	Description of Services	Total Cost
0001	Classification and Compensation Study	\$
0002	Classification and Compensation Services and Support	
Base Period Grand Total for B.1		\$

FIXED PRICE CLIN COST BREAKDOWN

CLIN # 0001				
CLIN	Labor Category <i>[Provide summary description of each Labor Category required]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0004	Manager	\$	120	\$
0005	Analyst/Specialist	\$	160	\$
0006	Analyst/Specialist	\$	160	\$
Etc.				
Base Period CLIN #0001 Grand Total				\$

CLIN # 0002				
CLIN	Labor Category <i>[Provide summary description of each Labor Category required]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
000X	Manager	\$	20	\$
Etc.	Analyst/Specialist	\$	40	\$
BASE PERIOD GRAND TOTAL				\$

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.2 OPTION PERIOD ONE

DCRB Classification and Compensation Services

Contract Line Item No. (CLIN)	Description of Services	Total Price
1002	Classification and Compensation Services and Support	\$
Option Period 1 Grand Total for B.2		\$

FIXED PRICE CLIN COST BREAKDOWN

CLIN # 1001				
CLIN	Labor Category <i>[Provide summary description of each Labor Category required]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
1004	Manager	\$	80	\$
1005	Analyst/Specialist	\$	120	\$
Option Period 1 CLIN 1001 Grand Total				\$

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

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B.3 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Description of Services	Total Cost
2002	Classification and Compensation Services and Support	
Option Period 2 Grand Total for B.3		\$

FIXED PRICE CLIN COST BREAKDOWN

CLIN # 2001				
CLIN	Labor Category <i>[Provide summary description of each Labor Category proposed]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
2004	Manager:	\$	60	\$
2005	Analyst/Specialist	\$	80	\$
Option Period 2 CLIN 2001 Grand Total				\$

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

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B.4 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Description of Services	Total Cost
3001	Classification and Compensation Services and Support	\$
Option Period 3 Grand Total for B.4		\$

FIXED PRICE CLIN COST BREAKDOWN

CLIN # 3001				
CLIN	Labor Category <i>[Provide summary description of each Labor Category required]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
3002	Manager	\$	40	\$
3003	Analyst/Specialist	\$	80	\$
Option Period 3 CLIN 3001 Grand Total				\$

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

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B.5 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Description of Services	Total Cost
4001	Classification and Compensation Services and Support	\$
Option Period 1 Grand Total for B.5		\$

FIXED PRICE CLIN COST BREAKDOWN

CLIN # 4001				
CLIN	Labor Category <i>[Provide summary description of each Labor Category required]</i>	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
4002	Manager	\$	20	\$
4003	Analyst/Specialist	\$	80	\$
Option Period 4 CLIN 4001 Grand Total				\$

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

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