

GOVERNMENT OF THE DISTRICT OF COLUMBIA <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>			1. Requisition Number <b>4997</b>		1a. PAGE <b>1 of 32</b>	
2. Agreement No.  <b>To Be Determined</b>		3. Award/Effective Date  <b>TBD</b>	4. GSA Contract No.	5. Solicitation No.  <b>DCRB-2023-RFQ-0011</b>		6. Solicitation Issue Date  <b>09-19-2023</b>
7. FOR SOLICITATION INFORMATION CONTACT: Email: <a href="mailto:albert.walker2@dc.gov">albert.walker2@dc.gov</a>		A. Name:  <b>Albert Walker, Contract Specialist</b>		Phone: <b>(202) 434-3204</b>		8. Offer Due Date: <b>N/A</b>
9. ISSUED BY  <b>Procurement Office</b> <b>District of Columbia Retirement Board</b> <b>900 7th Street, NW, Suite 200</b> <b>Washington, DC 20001</b>			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	12. PAYMENT DISCOUNT TERMS  <b>Net 30 days</b>
					<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 <b>DCRB Accounts Payable</b> <b>District of Columbia Retirement Board</b> <b>900 7th Street, NW, 2nd Floor</b> <b>Washington, DC 20001</b> <a href="mailto:dcrb.accounts payable@dc.gov">dcrb.accounts payable@dc.gov</a>			
17. DELIVER TO  <b>District of Columbia Retirement Board</b> <b>900 7th Street, NW, 2nd Floor</b> <b>Washington, DC 20001</b>			18. ADMINISTERED BY <b>Finance Department</b> <b>District of Columbia Retirement Board</b> <b>900 7th Street, NW, 2nd Floor</b> <b>Washington, DC 20001</b>			
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			
	<b>SEE ATTACHMENT B</b>					
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:				26. TOTAL AWARD (FOR GOVT. USE ONLY) <b>\$</b>		
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)  <b>Gianpiero JP Balestrieri</b> <b>Executive Director</b>		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 VENDORS**  
**BUDGET AND FINANCIAL MANAGEMENT SERVICES**  
**CATEGORY: 541219**  
**SUB-CATEGORY: FINANCIAL SERVICES**

**REQUEST FOR QUOTE**

**Solicitation No.:** DCRB-2023-RFQ-0011  
**Caption:** DCRB Accounting and Financial Services  
**Issuance Date:** September 19, 2023  
**Due Date:** October 19, 2023

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The District of Columbia Retirement Board (DCRB and/or the Board), seeks a Contractor to provide the DCRB Office of the Chief Financial Officer (CFO) with supplemental accounting services with particular emphasis focused on ensuring that Governmental Accounting Standards Board (GASB) standards are properly established, implemented, and administered.

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

**1. Quote Submission Requirements**

The response to the Request for Quote (RFQ) shall at minimum include:

- a. A signed cover page in accordance with the RFQ and Attachment A, Scope of Work,
- b. A Completed Attachment B, Price Schedule,
- c. A Copy of the Bidder's Business License,

- d. A Copy of the Bidder's DC Certificate of Good Standing,
- e. A Copy of the Bidder's DC Certificate of Clean Hands,
- f. Completed Contractor Performance Evaluation Form (attached),
- g. A completed Form W-9 (attached), and
- h. Certificate of Liability Insurance.

**2. Quote Submission**

The quote/bid and compliance documents listed above should be submitted via email to [albert.walker2@dc.gov](mailto:albert.walker2@dc.gov) by the date and time located below in paragraph 3, Bid Submission Time and Date.

**3. Quote Submission Date and Time**

The closing date for receipt of quotes/bids is 2:00 p.m., Thursday, October 19, 2023.

**4. Evaluation for Award**

- (a) To be considered responsive, the quoters/bidders must meet the following minimum requirements and confirm start contract execution no later than three (3) days after the RFQ award.
  - 1) The quoters/bidder must provide a completed Attachment B, Price Schedule.
  - 2) Award will be made to only one quoter/bidder who is the lowest responsive quoter/bidder whose quote response is in accordance with the Scope of Work and Requirements in the RFQ.
- (b) **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.

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## **5.0 REQUEST FOR QUOTE (RFQ)**

The submission will be conducted electronically via email and also via the Districts Box platform system as an alternative. All documents shall be submitted as .pdf and/or 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.

DCRB will award a contract based on quote offers received, without discussion. Therefore, each initial offer should contain the quoter/bidder's best terms from a standpoint of past performance, key personnel resumes, and cost or price.

The offeror shall submit three (3) attachments in its electronic submittal: (1) Relevant Past Performance and References (PDF), (2) Team Member Technical Expertise (PDF), and (3) Price Quote/Bid price proposal in both PDF and MS Excel formats. The offeror shall label each attachment, i.e., "Contractor Qualifications" and "Price Proposal."

### **5.1 RELEVANT PAST PERFORMANCE AND REFERENCES (3-page limit per case study)**

The offeror shall provide case studies for three (3) previous projects 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.

The studies shall include: Name of Company/Entity; Title of Project; Contract Number; Dollar Amount; Period of Performance; Contact Person's Name; Title; Telephone Number and Email Address. They should also include a narrative that describes the projects and highlight similarities between it and the scope of this solicitation.

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' ability to successfully achieve the requirements in the statement of work.

### **5.2 QUOTER/BIDDER TECHNICAL EXPERTISE (2-page limit per team member)**

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

As part of the staffing plan, the offeror shall map the proposed team member to the required labor categories in the scope of work for those Contract Line-Item Numbers (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. If Certified Public Accountant (CPA), indicate type of license, and the institution awarding each degree and designation.

### **5.3 PRICE QUOTE/BID (per the Attachment B, Price Schedule)**

The price quote shall include the total price for the entire fixed price portion project and shall cover all the requirements set forth in the statement of work. Pricing shall be a firm fixed price and shall identify all costs (See Attachment B).

For the labor-hour CLINs offerors shall provide fully burdened rates for each for all years.

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

- a) Completed Price Schedule;
- b) Cost breakdown for each fixed price CLIN including other direct costs;
- c) Copy of Offeror's GSA Price List.

### **5.4 PROPOSAL SUBMISSION AND COMPLIANCE DOCUMENTS**

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

### **5.5 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](mailto: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., October 2, 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.

#### **5.6.1 ACKNOWLEDGMENT OF AMENDMENTS**

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

## 6.0 ATTACHMENTS

The following list of attachments are incorporated into the solicitation.

Attachment	Document
A	Specifications/Work Statement
B	Price Schedule
C	DCRB's Standard and Special Provisions for use with Supplies and Services Contracts
D	DCRB Bidder-Offeror Certification Form
E	Past Performance Evaluation Form
F	Form W-9

Forms are available at the solicitation location at:

<https://app.box.com/s/fdylfz41lsq7uqi69fluvqtjc4zilogi>

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## **7.0 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Quoter/Bidder shall:

1. Upon notification of contract award, register with the District of Columbia Department of Licensing and Consumer Protection and submit a DC Certificate of Good Standing (CGS) 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 Quoter/Bidder 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, the Quoter/Bidder 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](http://www.SAM.gov).
7. Submit a completed Attachment H, Form W-9.
8. Identify potential conflicts of interest, give DCRB notice of conflicts of interest, resolve the conflicts of interest, and give DCRB notification that the conflicts of interest have been resolved prior to task order award.

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900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001  
[www.dcrb.dc.gov](http://www.dcrb.dc.gov)



Telephone (202) 343-3200  
Facsimile (202) 566-5001  
E-mail: [dcrb@dc.gov](mailto:dcrb@dc.gov)

## **1.0 SERVICES REQUIRED**

The District of Columbia Retirement Board (DCRB and/or the Board), seeks a Contractor to provide the DCRB Office of the Chief Financial Officer (CFO) with supplemental accounting services with particular emphasis focused on ensuring that Governmental Accounting Standards Board (GASB) standards are properly established, implemented, and administered.

## **2.0 TASK ORDER TYPE**

DCRB anticipates awarding a firm-fixed price task order with a labor hour component.

## **3.0 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.

### **3.1 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**3.1.1** DCRB may extend the term of this contract for two 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 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.

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

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

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



#### **4.0 CONTRACTING OFFICER (CO)**

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

Executive Director  
District of Columbia Retirement Board  
900 7th Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001

#### **4.1 AUTHORIZED CHANGES BY THE CHIEF CONTRACTING OFFICER**

- 4.1.2** The CCO is the only person authorized to approve changes in any of the requirements of this contract.
- 4.1.3** 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 CCO.
- 4.1.4** In the event the Contractor effects any change at the instruction or request of any person other than the CCO, 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.

#### **4.2 CONTRACT ADMINISTRATOR (CA)**

- 4.2.1** 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:
- 4.2.2** 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;
- 4.2.3** Coordinating site entry for Contractor personnel, if applicable;
- 4.2.4** 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,
- 4.2.5** 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
- 4.2.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 4.2.7** The address and telephone number of the CA is:

Chief Financial Officer  
District of Columbia Retirement Board  
900 7th Street, NW, 2nd Floor  
Washington, DC 20001

**4.2.8** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of DCRB property, except as specified under the contract.

**4.2.9** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CCO; 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.

**5.0 PAYMENT PROCESS**

**5.1 INVOICE PAYMENT**

**5.1.1** DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**5.1.2** DCRB will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**5.2 INVOICE SUBMITTAL**

**5.2.1** The Contractor shall submit proper invoices monthly or as otherwise specified in Section 5.0. Invoices shall be prepared and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section 4.2.7 above. 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](mailto:dcrb.accountspayable@dc.gov)

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

- 5.2.3** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- 5.2.4** Contract number and invoice number;
- 5.2.5** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- 5.2.6** Other supporting documentation or information, as required by the Contracting Officer;
- 5.2.7** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 5.2.8** Name, title, phone number of people preparing the invoice;
- 5.2.9** Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
- 5.2.10** Authorized signature.

### **5.3 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 19, 2023, and/or subsequent purchase.
- e) Presentation of a properly executed invoice.

### **5.4 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 Attachment B (Price Schedule) 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.

## **5.5 PAYMENT FIXED PRICE CLINS - PARTIAL PAYMENTS**

Unless otherwise specified in the contract, payment will be made on partial deliveries of services accepted by the DCRB based upon Attachment B (Price Schedule) and Attachment A (Deliverables) if:

- a) The amount due on the deliverable warrants it; or
- b) The Contractor requests it and the amount due on the deliverable is in accordance with the following:
  - i. Payment will be made on completion and acceptance of each item of the Scope of Work (Attachment A) for which the price is stated in the price schedule in Attachment B.

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## **6.0 SPECIAL CONTRACT REQUIREMENTS**

### **6.1 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

Key Personnel must perform, or oversee the performance of, services under the contract.

If one or more of the Key Personnel identified becomes, or is expected to become, unavailable to perform services under for a continuous period exceeding thirty (30) business days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify the CA and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the CA or needed to approve or disapprove the proposed substitution. The Contracting Officer shall evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of Key Personnel is not reasonably forthcoming or that the proposed substitution or alternative would impair the successful completion of contract or services thereunder, the contract may be terminated by the Contracting Officer for cause or for convenience, as appropriate.

DCRB considers the following positions to be key personnel for this contract:

- 1. Manager**
- 2. Senior Accountant**

The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. The bidder shall include in its bid a resume for each key personnel and the hours that each will devote to the contract in total and broken down by task.

### **6.7 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.

## **6.8 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.

## **6.9 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.

## **6.10 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.

#### **6.11 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.

#### **6.12 TIME**

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

#### **6.13 ADVISORY AND ASSISTANCE SERVICES**

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

#### **6.14 HOURLY RATE CEILING**

**6.14.1** The ceilings for specified hourly rate items are set forth in Attachment, Sections B.1 through B.4.

**6.14.2** 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, Sections B.1 through B.4.

**6.14.3** 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.

**6.14.4** 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.

**6.14.4** 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.

**6.14.5** DCRB is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Attachment, 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, 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.

**6.14.6** 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 more than the hourly rate ceilings, whether such costs were incurred during contract performance or as a result of termination.

**6.14.7** If any hourly rate ceiling specified in Attachment, Sections B.1 through B.4 is increased, any costs the Contractor incurs before the increase that are more than 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.

**6.14.8** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Attachment, Sections B.1 through B.4 unless the change order specifically increases the hourly rate ceilings.

## **6.15 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**

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

- 1) Agreement, attachments, and any subsequent modifications thereto,
- 2) Best and Final Offer (in order of most recent to earliest), and
- 3) Solicitation and any subsequent amendments thereto,

## **6.16 ATTACHMENTS**

The follow attachments are hereby incorporated into the task order contract:

- 1) Attachment A - Statement of Work and Deliverable Schedule
- 2) Attachment B - Price Schedule
- 3) Attachment C - DCRB's Standard and Special Provisions for use with Supplies and Services Contracts.

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## 7.16 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.

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## ATTACHMENT A

### SPECIFICATIONS/WORK STATEMENT

#### 1.0 SCOPE OF WORK:

DCRB seeks a Contractor to provide the Office of the Chief Financial Officer (CFO) with supplemental accounting services with particular emphasis focused on ensuring that Governmental Accounting Standards Board (GASB) standards are properly established, implemented, and administered.

#### 2.0 APPLICABLE DOCUMENTS

Doc. No.	Title
1	Governmental Accounting Standards Board (GASB) standards
2	Subscription-Based Information Technology Arrangements (SBITA)
3	Annual Comprehensive Financial Report

#### 3.0 DEFINITIONS

The Board utilized the following financial management systems:

- a. Microsoft Dynamics GP (GP) – an accounting software package that DCRB uses for general ledger and purchasing. It was implemented in 2012, and DCRB currently uses the 2015 version. Although GP has the capability to handle payroll, fixed assets, receivables, and inventory, DCRB utilizes general ledger and purchasing functions. Budget information, managed in Forecaster (a budget software also implemented in FY 2012), is uploaded to GP to produce budget vs. actual reports.
- b. Paramount WorkPlace (WP) – a purchasing, procurement, requisitioning, and account payable software that DCRB uses for payments and requisitions. It was implemented in 2011 together with GP and a budget system, Forecaster. All requisitions and most payments go through WP.

#### 4.0 BACKGROUND

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.

The Board has exclusive authority and discretion to manage the assets of the District of Columbia Teachers' Retirement Fund and the District of Columbia Police Officers and Fire Fighters' Retirement Fund (collectively referred to as the "Fund"), that are held in trust for the sole benefit of all plan participants, and their eligible survivors and beneficiaries. The Fund assets can be used only to pay benefits to plan members, as well as associated expenses necessary to administer the retirement program. It should be noted that the District government, as the employer, is the Plan Sponsor, and is responsible for the design of the Plans and for paying the required employer contributions into the Fund. In addition to employer contributions, Trust income includes employee contributions and investment earnings.

DCRB pays benefits and provides a range of retirement administration services to members of the District of Columbia Teachers' Retirement Plan and the District of Columbia Police Officers and Firefighters' Retirement Plan (collectively referred to as the "Plans"). The Plan's fund assets are pooled into a single investment portfolio.

DCRB works closely with various external agencies in administering retirement benefits and disbursements, most notably the U.S. Department of Treasury's Office of District of Columbia Pensions (ODCP) with respect to service performed by District police officers, firefighters, and teachers who performed service prior to and/or on June 30, 1997. In addition, DCRB works closely with the District of Columbia Public Schools, the Metropolitan Police Department, the Department of Fire and Emergency Management Services, the District Human Resources Department, and the Office of the Chief Technology Officer.

DCRB strives to be "the leading pension system in the U.S., by prudent investing and excelling in the member service experience" and aims to meet or exceed an investment return target that will sustain the Plan's viability in the long term. This contract is intended to provide supplemental staffing to assist in accounting operations for the FY22 year-end close and related financial reporting and current year (FY23) operations. The Board issues a stand-alone set of financial statements and conforms with Generally Accepted Accounting Principles (GAAP) in the United States of America.

## **5.0 REQUIREMENTS**

**5.1** The Contractor engagement team shall be available during prime-shift business hours (Monday through Friday 9:00 am until 5:30 pm), to work with the Chief Financial Officers team to accomplish the objectives.

**5.2** The contractor engagement team shall perform the following duties and requirements to deliver the following:

### **5.2.1 GASB Statement No. 96**

1. Analyze the potential impact of GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA) and implement it for the Board,



2. Conduct detail analysis,
3. Prepare the related journal entries, and
4. Draft the footnotes and related disclosures for the Annual Comprehensive Financial Report.

#### **5.2.2 GASB Statement No.87**

1. Review the transactions recorded for GASB Statement No. 87 Leases,
2. Prepare the related journal entries, and
3. Update the footnotes and related disclosures for the Annual Comprehensive Financial Report.

**5.2.3** The Contractor engagement team shall work with the CFO's team to ensure that GASB statements are properly implemented, established, and administered by performing the necessary analysis, creating the related journal entries, and drafting the related footnotes and other disclosures for the Annual Comprehensive Financial Report. The contractor shall provide financial reporting process input and supplemental accounting services and assist in developing the process for an ongoing review of the GASB standards as needed.

### **5.3 MEETINGS**

**5.3.1 Kick-Off Meeting:** The Contractor shall participate in a Kick-Off Meeting at least three (3) days after contract award to discuss the work requirement, coordination, expectations, schedule, and other pertinent topics.

**5.3.2 Progress/Status Meeting:** The Contractor shall participate in Progress/Status Meetings as requested by the DCRB CA to discuss progress, task, performance, schedule, and any other pertinent topics as needed. The Contractor shall take notes and/or meeting minutes and submit the notes/minutes to the CA for concurrence and approval.

### **5.4 LABOR CATEGORY DESCRIPTIONS**

The contractor's proposed team members must demonstrate the education and experience commensurate with their role on the engagement team. Minimum requirements Senior Accountant and Manager key personnel are indicated below:

**5.4.1 Manager** - Degree in Accounting or equivalent from an accredited University/College or at least seven (7) years of accounting experience in providing accounting and auditing services for government entities and must be familiar with accounting for pension plans or investments.

**5.4.2 Senior Accountant** - Degree in Accounting or equivalent from an accredited University/College or at least five (5) years of accounting experience in providing accounting and auditing services for government entities and must be familiar with accounting for pension plans or investments.

## 5.5 QUALIFICATIONS OF ACCOUNTING PROFESSIONALS

Each candidate must possess the following;

- 1) Extensive understanding of Generally Accepted Accounting Principles (GAAP,
- 2) Knowledge of Pension plans or Investments using business-type activities and reporting,
- 3) Familiar with pronouncements of Governmental Accounting Standard Board,
- 4) Familiar with the preparation of Annual Comprehensive Financial Reports,
- 5) Strong analytical and accounting skills,
- 6) Experience working with general ledgers,
- 7) Advance experience with the use of Excel,
- 8) Excellent verbal, written communication, and interpersonal skills, and
- 9) Ability to analyze and interpret financial data and prepare financial reports.

## 6.0 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 4.2.7 in accordance with the following:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
5.3.1	Kick-Off (KO) Meeting (Mtg.) Minutes	1	Electronically	Three (3) days KO mtg.
5.3.2	Progress/Status Meeting Notes/Minutes	1	Electronically	As need and agreed upon by CA.
5.2.1	GASB Statement No. 96	1	Electronically	As need and agreed upon by CA.
5.2.2	GASB Statement No.87	1	Electronically	As need and agreed upon by CA.
5.2.3	Financial Reporting Process Input	1	Electronically	As need and agreed upon by CA.

## **7.0 PACKAGING AND MARKING**

**7.1** PACKAGING AND MARKING instructions shall be coordinated with and confirmed by the DCRB CA identified in Section 4.2.7.

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

## **8.0 INSPECTION AND ACCEPTANCE**

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

Deliverable INSPECTION AND ACCEPTANCE shall be coordinated with and confirmed by the DCRB CA in Section 4.2.7.

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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	Accounting Services			\$
BASE PERIOD GRAND TOTAL				\$
FIXED PRICE CLIN # 0001 COST BREAKDOWN				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0002	Manager	\$	425	\$
0003	Senior Accountant	\$	425	\$
CLIN # 0001 TOTAL LABOR COST				\$

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

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**B.2 OPTION PERIOD ONE**

Contract Line Item No. (CLIN)	Description of Services			Total Cost
1001	Accounting Services			\$
BASE PERIOD GRAND TOTAL				\$
FIXED PRICE CLIN # 1001 COST BREAKDOWN				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
1002	Manager	\$	425	\$
1003	Senior Accountant	\$	425	\$
CLIN # 1001 TOTAL LABOR COST				\$

**\* 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
2001	Accounting Services			\$
BASE PERIOD GRAND TOTAL				\$
FIXED PRICE CLIN # 2001 COST BREAKDOWN				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
2002	Manager	\$	425	\$
2003	Senior Accountant	\$	425	\$
CLIN # 2001 TOTAL LABOR COST				\$

**\* 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	Accounting Services			\$
BASE PERIOD GRAND TOTAL				\$
FIXED PRICE CLIN # 3001 COST BREAKDOWN				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
3002	Manager	\$	425	\$
3003	Senior Accountant	\$	425	\$
CLIN #3001 TOTAL LABOR COST				\$

**\* 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	Accounting Services			\$
BASE PERIOD GRAND TOTAL				\$
FIXED PRICE CLIN # 4001 COST BREAKDOWN				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
4002	Manager	\$	425	\$
4003	Senior Accountant	\$	425	\$
CLIN # 4001 TOTAL LABOR COST				\$

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

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