



SOLICITATION, OFFER, AND AWARD				1. Caption: DCRB Benefits Administration Pension System (BAPS)			Page of Pages		
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2. Contract Number TBD		3. Solicitation Number DCRB-2025-RFP-0500		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 08/01/2025		6. Type of Market <input checked="" type="checkbox"/> Open Market <input type="checkbox"/> Set Aside <input type="checkbox"/> CBE <input type="checkbox"/> DCSS <input type="checkbox"/> GSA	
7. Issued By: Procurement Office District of Columbia Retirement Board 900 7 th Street, N.W., Suite 200 Washington, D.C. 20001				8. Address Offer to: Procurement Office District of Columbia Retirement Board 900 7 th Street, N.W., Suite 200 Washington, D.C. 20001					
NOTE: In sealed proposal solicitations "offeror" or "Contractor" means "bid or "bidder"									
SOLICITATION									
9. Submit offers for furnishing the supplies or services in the Schedule via email to the Contract Specialist point of contact, Ovidiu Puscas, at ovidiu.puscas@dc.gov by 2:00 p.m. (EST) on September 16, 2025. CAUTION: Late Submission, Modifications and Withdrawals: See 7 DCMR Sections 1605.7 and 1605.8 as applicable. All offers are subject to all terms & conditions contained in this Solicitation.									
10. For Information Contact	A. Name Ovidiu Puscas			B. Telephone (Area Code) 202 (Number) 343-3204 (Ext)			C. E-mail Address ovidiu.puscas@dc.gov and dcrb.procurement@dc.gov		
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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>150</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %				
14. Acknowledgement of Amendments (The Contractor acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date			
15A. Name and Address of Contractor		16. Name and Title of Person Authorized to Sign Offer/Contract			17. Signature		18. Award Date		
15B. Telephone (Area Code) (Number) (Ext)					<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to Section G				
AWARD (TO BE COMPLETED BY DISTRICT OF COLUMBIA RETIREMENT BOARD)									
19. Accepted as to Items Numbered			20. Amount See Section B.2		21. Accounting and Appropriation				
22. Name of Chief Contracting Officer (Type or Print) Gianpiero JP Balestrieri			23. Signature of DCRB Executive Director and Chief Contracting Officer				24. Award Date		
		Government of the District of Columbia					District of Columbia Retirement Board		

Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

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

B.1 The District of Columbia Retirement Board (“DCRB” or the “Board”) seeks a Contractor to provide a Software as a Service (“SAAS”) solution to implement and maintain a Benefits Administration Pension System (“BAPS”). The new BAPS will serve members of the District of Columbia Teachers’ Retirement Plan and the District of Columbia Police Officers and Firefighters’ Retirement Plan, both administered by DCRB (together, the “Plan”). The new system will enable DCRB staff to perform all duties of pension benefits administration, as further described in Section C.

B.1.1 DCRB contemplates awarding a Firm Fixed Price Contract with a Labor Hours component as defined in 7 DCMR §§ 1610.4(a) and 1610.14.

B.1.2 The Board may award one contract to the responsive and responsible Contractor whose offer is most advantageous to the Board.

DCRB will purchase the required articles or services included in this Solicitation from the Contractor. The estimated quantities stated in this Solicitation reflect the best estimates available.

- a) Delivery or performance of system enhancements that are not included in the base scope of work/requirements shall be made only as authorized in accordance with the Section G.3, Ordering Clause.
- b) There is no limit on the number of orders that may be issued by DCRB, provided that the total value of such orders does not exceed the total contract amount.
- c) Any order issued during the effective period of the contract that is not completed before the end of its term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and DCRB's rights and obligations with respect to any such order to the same extent as if the order were completed during the contract's effective period.

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Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

B.2 PRICE SCHEDULE

B.2.1 BASE PERIOD

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
0001	System Implementation			
0001A	Requirements Confirmation	\$	1 LS	\$
0001B	Design	\$	1 LS	\$
0001C	Prototyping / Development	\$	1 LS	\$
0001D	Data Migration & Integration	\$	1 LS	\$
0001E	Testing and Evaluation	\$	1 LS	\$
0001F	Final Configuration & Staging	\$	1 LS	\$
0001G	Training	\$	1 LS	\$
0001H	Documentation	\$	1 LS	\$
0002	System Software Subscription / License			
0002A	Software subscription/license for all users [100 DCRB Agency Staff Users, Other end users - member portal per SOW 15-20 System Administrators]	\$	1 LS	\$
0003	System Maintenance and Support Services [Annual]	\$	1 LS	\$
0004	System Hosting [Annual]	\$	1 LS	\$
0005	System Enhancement [Annual]	\$	1 Lot	\$
GRAND TOTAL AMOUNT BASE PERIOD 1				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs as needed to fulfill the SOW/Requirement.

Caption: DCRB Benefits Administration Pension System (BAPS)

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LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0005A	Project Manager	\$		\$
0005B	System Administrator	\$		\$
0005C	Business Analyst	\$		\$
0005D	Programmer	\$		\$
0005E	Database Administrator	\$		\$
0005F	Network Engineer	\$		\$
0005G	Consultant	\$		\$
0005H	<i>Other (specify)</i>	\$		\$
0005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST BASE PERIOD 1				\$

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

Caption: DCRB Benefits Administration Pension System (BAPS)

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B.2.2 PRICE SCHEDULE - BASE PERIOD TWO (2)

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
1001	System Implementation			
1001A	Requirements Confirmation	\$	1 LS	\$
1001B	Design	\$	1 LS	\$
1001C	Prototyping / Development	\$	1 LS	\$
1001D	Data Migration & Integration	\$	1 LS	\$
1001E	Testing and Evaluation	\$	1 LS	\$
1001F	Final Configuration & Staging	\$	1 LS	\$
1001G	Training	\$	1 LS	\$
1001H	Documentation	\$	1 LS	\$
1002	System Software Subscription / License			
1002A	Software subscription/license for all users [100 DCRB Agency Staff Users, Other end users - member portal per SOW 15-20 System Administrators]	\$	1 LS	\$
1003	System Maintenance and Support Services [Annual]	\$	1 LS	\$
1004	System Hosting [Annual]	\$	1 LS	\$
1005	System Enhancement [Annual]	\$	1 Lot	\$
GRAND TOTAL AMOUNT BASE PERIOD 2				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs as needed to fulfill the SOW/Requirement.

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LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
1005A	Project Manager	\$		\$
1005B	System Administrator	\$		\$
1005C	Business Analyst	\$		\$
1005D	Programmer	\$		\$
1005E	Database Administrator	\$		\$
1005F	Network Engineer	\$		\$
1005G	Consultant	\$		\$
1005H	<i>Other (specify)</i>	\$		\$
1005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST BASE PERIOD 2				\$

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

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B.2.3 PRICE SCHEDULE - OPTION PERIOD ONE (Year 3 - 4)

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
2001	System Software Subscription / License [Annual] - Year 3	\$	1 LS	\$
2002	System Maintenance and Support Services [Annual] - Year 3	\$	1 LS	\$
2003	System Hosting [Annual] - Year 3	\$	1 LS	\$
2004	System Enhancement [Annual] - Year 3	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 1 – YEAR 3				\$

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
3001	System Software Subscription / License [Annual] - Year 4	\$	1 LS	\$
3002	System Maintenance and Support Services [Annual] - Year 4	\$	1 LS	\$
3003	System Hosting [Annual]- Year 4	\$	1 LS	\$
3004	System Enhancement [Annual] Year 4	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 1 – YEAR 4				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs to as needed fulfill the SOW/Requirement.

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LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
2004A	Project Manager	\$		\$
2004B	System Administrator	\$		\$
2004C	Business Analyst	\$		\$
2004D	Programmer	\$		\$
200E	Database Administrator	\$		\$
2005F	Network Engineer	\$		\$
2005G	Consultant	\$		\$
2005H	<i>Other (specify)</i>	\$		\$
2005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 1 – YEAR 3				\$

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
3004A	Project Manager	\$		\$
3004B	System Administrator	\$		\$
3004C	Business Analyst	\$		\$
3004D	Programmer	\$		\$
3004E	Database Administrator	\$		\$
3005F	Network Engineer	\$		\$
3005G	Consultant	\$		\$

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3005H	<i>Other (specify)</i>	\$		\$
3005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 1 - YEAR 4				\$

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

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B.2.4 PRICE SCHEDULE - OPTION PERIOD TWO (YEAR 5 - 6)

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
4001	System Software Subscription / License [Annual] – Year 5	\$	1 LS	\$
4002	System Maintenance and Support Services [Annual]- Year 5	\$	1 LS	\$
4003	System Hosting [Annual] - Year 5	\$	1 LS	\$
4004	System Enhancement [Annual]- Year 5	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 2 - YEAR 5				\$

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
5001	System Software Subscription / License [Annual] - Year 6	\$	1 LS	\$
5002	System Maintenance and Support Services [Annual]- Year 6	\$	1 LS	\$
5003	System Hosting [Annual] - Year 6	\$	1 LS	\$
5004	System Enhancement [Annual] - Year 6	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 2 - YEAR 6				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs as needed to fulfill the SOW/Requirement.

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Solicitation: DCRB-2025-RFP-0500

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
4004A	Project Manager	\$		\$
4004B	System Administrator	\$		\$
4004C	Business Analyst	\$		\$
4004D	Programmer	\$		\$
4004E	Database Administrator	\$		\$
4005F	Network Engineer	\$		\$
4005G	Consultant	\$		\$
4005H	<i>Other (specify)</i>	\$		\$
4005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 2 – YEAR 5				\$

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
5004A	Project Manager	\$		\$
5004B	System Administrator	\$		\$
5004C	Business Analyst	\$		\$
5004D	Programmer	\$		\$
5004E	Database Administrator	\$		\$
5005F	Network Engineer	\$		\$

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5005G	Consultant	\$		\$
5005H	<i>Other (specify)</i>	\$		\$
5005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 2 – YEAR 6				\$

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

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B.2.5 PRICE SCHEDULE - OPTION PERIOD THREE (YEAR 7- 8)

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
6001	System Software Subscription / License [Annual]- Year 7	\$	1 LS	\$
6002	System Maintenance and Support Services [Annual] - Year 7	\$	1 LS	\$
6003	System Hosting [Annual] - Year 7	\$	1 LS	\$
6004	System Enhancement [Annual] - Year 7	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 3 – YEAR 7				\$

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
7001	System Software Subscription / License [Annual] - Year 8	\$	1 LS	\$
7002	System Maintenance and Support Services [Annual] - Year 8	\$	1 LS	\$
7003	System Hosting [Annual] - Year 8	\$	1 LS	\$
7004	System Enhancement [Annual] - Year 8	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 3 – YEAR 8				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs as needed to fulfill the SOW/Requirement.

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Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
6004A	Project Manager	\$		\$
6004B	System Administrator	\$		\$
6004C	Business Analyst	\$		\$
6004D	Programmer	\$		\$
6004E	Database Administrator	\$		\$
6005F	Network Engineer	\$		\$
6005G	Consultant	\$		\$
6005H	<i>Other (specify)</i>	\$		\$
6005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD – YEAR 7				\$

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
7004A	Project Manager	\$		\$
7004B	System Administrator	\$		\$
7004C	Business Analyst	\$		\$
7004D	Programmer	\$		\$
7004E	Database Administrator	\$		\$
7005F	Network Engineer	\$		\$
7005G	Consultant	\$		\$

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Solicitation: DCRB-2025-RFP-0500

7005H	<i>Other (specify)</i>	\$		\$
7005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 3 – year 8				\$

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

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B.2.6 PRICE SCHEDULE - OPTION PERIOD FOUR (YEAR 9- 10)

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
8001	System Software Subscription / License [Annual] – Year 9	\$	1 LS	\$
8002	System Maintenance and Support Services [Annual] – Year 9	\$	1 LS	\$
8003	System Hosting [Annual] – Year 9	\$	1 LS	\$
8004	System Enhancement [Annual] – Year 9	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 4 – Year 9				\$

Contract Line-Item Number (CLINs)	Item Description (IDs)	Price Per Unit	Estimated Quantity / Unit of Measure	Total Price
9001	System Software Subscription / License [Annual] – Year 10	\$	1 LS	\$
9002	System Maintenance and Support Services [Annual] – Year 10	\$	1 LS	\$
9003	System Hosting [Annual] – Year 10	\$	1 LS	\$
9004	System Enhancement [Annual] – Year 10	\$	1 Lot	\$
GRAND TOTAL AMOUNT OPTION PERIOD 8				\$

The Offeror’s price proposal shall support the Offeror’s technical approach and include a detailed cost breakdown. The Offeror may propose alternative CLINs and/or IDs as needed to fulfill the SOW/Requirement.

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Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
8004A	Project Manager	\$		\$
8004B	System Administrator	\$		\$
8004C	Business Analyst	\$		\$
8004D	Programmer	\$		\$
8004E	Database Administrator	\$		\$
8005F	Network Engineer	\$		\$
8005G	Consultant	\$		\$
8005H	<i>Other (specify)</i>	\$		\$
8005I	<i>Other (specify)</i>	\$		\$
TOAL LABOR COST OPTION PERIOD 4 – Year 9				\$

LABOR CATEGORY COST BREAKDOWN – SYSTEM ENHANCEMENT				
CLIN	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
9004A	Project Manager	\$		\$
9004B	System Administrator	\$		\$
9004C	Business Analyst	\$		\$
9004D	Programmer	\$		\$
9004E	Database Administrator	\$		\$
9005F	Network Engineer	\$		\$
9005G	Consultant	\$		\$

Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

9005H	<i>Other (specify)</i>	\$		\$
9005I	<i>Other (specify)</i>	\$		\$
TOTAL LABOR COST OPTION PERIOD 4 – Year 10				\$

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

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GRAND TOTAL AMOUNTS:

Option Period Estimated Total Amounts	
Base Period 1	\$
Base Period 2	\$
Option Period 1 – Year 3	\$
Option Period 1– Year 4	\$
Option Period 2– Year 5	\$
Option Period 2– Year 6	\$
Option Period 3– Year 7	\$
Option Period 3– Year 8	\$
Option Period 4– Year 9	\$
Option Period 4– Year 10	\$
Contract Grand Total	\$

Labor Hour Estimated Total Amounts	
Base Period 1	\$
Base Period 2	\$
Option Period 1 – Year 3	\$
Option Period 1– Year 4	\$
Option Period 2– Year 5	\$
Option Period 2– Year 6	\$
Option Period 3– Year 7	\$
Option Period 3– Year 8	
Option Period 4– Year 9	
Option Period 4– Year 10	\$
Contract Labor Hour Grand Total	\$

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DCRB GOVERNMENT RIDER CLAUSE

- A. If authorized by the bidder/offeror, resultant contract will be extended to the government entity/jurisdiction as designated by the bidder/offeror below to purchase at contract prices in accordance with contract terms.
- B. Any government entity/jurisdiction as utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the Contractor’s responsibility to notify government entities/jurisdictions regarding the availability of the contract and the possibility of DCRB contract rider administrative fees
- E. Each participating government entity/jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering venue, minority participation, non-discrimination, indemnification, and naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies. If, when preparing a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. DCRB shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

OFFEROR’S AUTHORIZATION TO EXTEND CONTRACT

Contract Number

Vendor’s Name

Date

GOVERNMENT AGENCY INTENT TO RIDE CONTRACT

Agency Name

Authorizing Official Name and Title

Date

Caption: DCRB Benefits Administration Pension System (BAPS)

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SECTION C - SPECIFICATIONS/WORK STATEMENT

Specifications /Work Statement for the requirements are included in Attachment J.1.

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Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be two (2) years from the date of the contract award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 DCRB may extend the term of this contract for four (4) two-year option periods, by written notice to the Contractor before the expiration of the contract; provided that DCRB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit 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 Chief Contracting Officer (“CCO”) prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete DCRB’s requirements and submit each deliverable to the CA identified in section G.8 in accordance with Attachment J.1 Specifications / Work Statement, Section C.6 Deliverables.

F.4 SCHEDULE MILESTONES -

Contractor shall perform, advance and complete the work and services under the Contract in accordance with the following schedule milestone:

1. Go-Live: delivery of a fully functional pension, payroll/ payment system that meets the criteria in the Quality Assurance / Test Plan and satisfies the requirements stated in Attachment J.1 - Section C.	730 calendar days after award date;
---	-------------------------------------

Intermediary milestones will be established based on the successful Offeror’s final schedule, as approved by DCRB.

Caption: DCRB Benefits Administration Pension System (BAPS)

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F.5 PROGRESS PAYMENTS, RETAINAGE / HOLD-BACK

F.5.1 Contractor shall provide a breakdown of the Contract price showing the amounts included for each principal category of work, or WBS, in such detail as requested to provide a basis for determining progress payments.

F.5.2 Contractor’s progress payments will be reviewed based on the scheduled and actual progress of the work, as reflected on the project schedule, and monthly updates.

F.5.3 DCRB will retain ten percent (10%) of Contractor’s progress payments until the Go-Live Milestone is achieved (“Retainage” or “Hold-back”). Invoices submitted by the Contractor shall reflect the cost of work completed, less Retainage. Retainage will be released upon Final Acceptance.

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Caption: DCRB Benefits Administration Pension System (BAPS)

Solicitation: DCRB-2025-RFP-0500

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies and goods delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Chief Financial Officer (“CFO”) with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

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

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number, purchase order number and invoice number;

G.2.2.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by CFO, Accounts Payable, Contract Administrator and/or Procurement Office;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

Caption: DCRB Benefits Administration Pension System (BAPS)

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G.2.2.8 Authorized signature.

G.3 ORDERING CLAUSE

G.3.1 Pursuant to Section B.1.2. services requested by DCRB for system enhancements above and beyond the base scope of the Contract, must be ordered by issuance of delivery orders or task orders or purchase orders by the Board’s authorized representatives. Such orders may be issued during the term of this contract.

G.3.2 All delivery orders or task orders or purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.3.3 If mailed, a delivery order or task order is considered "issued" when DCRB submits the order. Orders may be issued by facsimile or by electronic methods.

G.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 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, insurance, general and administrative expenses, profit, insurance and the like.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 CHIEF CONTRACTING OFFICER (“CCO”)

Contracts will be entered into and signed on behalf of DCRB only by the CCO or designated COs per 7 DCMR 1604.3. The contact information for the CCO is:

Gianpiero JP Balestrieri
Executive Director
District of Columbia Retirement Board

Caption: DCRB Benefits Administration Pension System (BAPS)

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900 7th Street, NW, Suite 200

Washington, DC 20001

Email: jp.balestrieri@dc.gov

G.7 AUTHORIZED CHANGES BY THE CCO

G.7.1 COs are the only persons authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by a CCO.

G.7.3 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.

G.8 CONTRACT ADMINSTRATOR (“CA”)

G.8.1 The CA is responsible for general administration of the contract and advising the CCO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CCO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the DCRB’s payment provisions; and

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The point of contact information for the CA is as follows:

Ram Murthy
Director of IT
District of Columbia Retirement Board
900 7th Street, N.W., 2nd Floor
Washington, DC 20001

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Phone: TBD

Email: TBD

G.8.3 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 District or DCRB property, except as specified under the contract.

G.8.3.1 The Contracting Officer Technical Representative (COTRs):

The COTR is responsible for technical and operation support such providing subject matter expertise as it relates to executing the Statement of Work (SOW)/Requirement and advising the CA as to the Contractor's compliance or noncompliance with the contract, and providing input regarding deliverable acceptance:

The COTRs for DCRB functional areas are as follows:

Benefits Department:

Jaininne Edwards

Deputy Chief Benefits Officer

District of Columbia Retirement Board

900 7th Street, N.W., 2nd Floor

Washington, DC 20001

Phone: TBD

Email: TBD

IT Department:

Michaela Burnett

Sr. IT Specialist

District of Columbia Retirement Board

900 7th Street, N.W., 2nd Floor

Washington, DC 20001

Phone: TBD

Email: TBD

G.8.3.1 DCRB COTRS DO 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,

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4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of DCRB or District property.

G.8.4 The Contractor shall 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 DCRB, to take all corrective action necessitated by reason of the unauthorized changes.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The contract shall be bound by Wage Determination No.: 2015-4281, revision 34 dated July 8, 2025, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.4. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PREGNANT WORKERS FAIRNESS

If applicable, the Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act). The Contractor shall be responsible for determining whether and how the PPWF Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.3 UNEMPLOYED ANTI-DISCRIMINATION

If applicable, the Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.* The Contractor shall be responsible for determining whether and how the Unemployed Anti-Discrimination Act of 2012 applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.4 FAIR CRIMINAL RECORD SCREENING

If applicable, the Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). The Contractor shall be responsible for determining whether and how the Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.5 NON-DISCRIMINATION AND HUMAN RIGHTS ACT

If applicable, the Contractor shall comply with the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*). The Contractor shall be responsible for determining whether and how the District of Columbia Human Rights Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

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H.6 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 the contract 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 CO, 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 CO 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 CO for cause or for convenience, as appropriate.

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

1. Key Personnel (will be established prior to contract award)

H.7 Disclosure of Litigation

Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors and/or agents. For purposes of this section, "material" refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a Proposal or execution of the contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. Contractor shall be required to file with the Board comprehensive monthly reports regarding all threatened or pending litigation involving Contractor's operations and all threatened or pending litigation that may be considered material to the overall operations of Contractor.

H.8 Continuity of Services

Contractor recognizes that the services provided under the contract are vital to the Board and must be continued without interruption and that, upon expiration or termination of the contract, a successor, or another consultant, at the Board's option, may continue to provide these services. If another consultant is awarded a future agreement for performance of the required services, the original Contractor shall cooperate fully with the Board and the new consultant in any transition activities that the CO deems necessary during the term of the contract. To that end,

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Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.9 Background Investigations and Other Integrity Requirements

The Board may initiate investigations into the backgrounds of any of Contractor’s officers, principals, investors, owners, employees, vendors, subconsultants, or subconsultants’ officers, principals, owners, employees or vendors, or any other associates of Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies. Contractor agrees that, during the term of the contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees, and owners, as well as all information about its subcontractors’ officers, directors, employees, and owners, as the Board may prescribe. The Contractor also agrees that the Board may conduct background investigations of such persons.

The Board may also require that the Contractor: (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing; and (2) provide documents and other information of official interest as requested by the Board.

H.10 Publicity

The award of the contract to Contractor is not in any way an endorsement of Contractor or Contractor’s products or services by the Board and shall not be so construed by Contractor in any advertising or other publicity materials.

The Contractor agrees to submit to the Board, all advertising, sales promotion, and other publicity materials relating to the contract, or any product or service furnished by Contractor wherein the Board’s name is mentioned, language is used, or Internet links are provided from which the connection of the Board’s name therewith may, in the Board’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the Board prior to such use.

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of 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 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.

I.3 RECORD RETENTION; WORK PRODUCT

1) Record Retention

Contractor shall keep and maintain a copy of all records related to the contract and the services provided under the contract, 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.

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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

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.

I.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. 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 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 that 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

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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 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.

I.5 NON-DISCLOSURE

A Non-Disclosure Agreement (NDA) is required to ensure that all contract personnel protect non-public information that is procurement sensitive.

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 CO 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

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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.

I.6 INDEMNIFICATION

Contractor hereby agrees to hold harmless the Board, its members, officers, employees, agents and representatives and the District, 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.

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.

I.7 TIME

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

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I.8 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.

Title to Project Deliverables

- d. 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.

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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.

- e. 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 Contractor's business.
- f. 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

- g. For all computer software furnished to the Board, the Contractor shall furnish to 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.
- h. 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.
- i. 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.

Caption: DCRB Benefits Administration Pension System (BAPS)

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Indemnification and Limitation of Liability

- j. 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.

I.9 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 Plans. 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 shall perform the preponderance of the work and services required under the Contract with its own forces. The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which 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.

I.10 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

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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 District.
- 3) The Board and the District 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 District 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

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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) **Breach Response, Cyber Insurance-** Since the data ownership lies with the customer (agency), it is the perception that the agency is liable for a data breach, no matter whose fault it is. To ensure that the contractor meets their obligation to provide liability insurance to cover damages, the agency and others may incur as a result of a breach from contractor negligence or unauthorized system access, the RFP will have the standard clause requiring insurance coverage as follows.
- 9) **Cyber Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
- 10) Any intentional breach by the contractor shall be fully indemnified, to protect the agency from related expenses for data recovery.
- 11) **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.
- 12) **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

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excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits.

- 13) All insurance required by this paragraph shall include a waiver of subrogation endorsement for the benefit of the Board and the District.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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 District.
- 18) 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.
- 19) 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.
- 20) 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 Contract Administrator.
- 21) The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).
- 22) The 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

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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.

- 23) 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.

I.11 CLOUD SERVICE PRODUCT TERMS OF SERVICE

- 1) Service Level Agreement (SLA) is required to define and document the acceptable service levels (including uptime, response times) that will be provided in measurable terms by the contractor (Cloud Service Provider, CSP) for up to 100 concurrent users. The SLA defines how performance is guaranteed, monitored, and consequences (or incentives) for a failed (or overachieving) SLA target. The CSP must ensure the services are available even in the event of a power outage, major disaster, or significant incident. For an extended outage or when the primary site is unavailable, all services must failover and continue through an alternate site.
- 2) System Authority to Operate - A system security authorization must be in place for go-live. It includes the successful implementation of security and privacy controls as defined in the NIST 800-53 publication, as well as continuous monitoring in accordance with the 800-137 framework. Security and privacy controls in the following domains will be validated for compliance: Access Control; Awareness & Training; Audit and Accountability; Security Assessment and Authorization; Configuration Management; Contingency Planning; Identification and Authentication; Incident Response; Maintenance; Media Protection; Physical & Environment Protection; Planning; Personnel Security; Risk Assessment; System & Information Integrity.
- 3) Incident Response- All incidents will be categorized as critical, high, medium, low along with a severity rating, and responded/resolved as per agreed times. The contractor (CSP) takes ownership of the Software-as-a-Service (SAAS) environment; however, the data ownership stays with the agency. The agency's ability to effectively monitor incidents and threats must be articulated in the roles and responsibilities, and to work in collaboration with the CSP to ensure compliance with data security and privacy laws and policies.
- 4) Audits – The agency (customer) shall not be restricted from performing security audits as required for compliance with District and federal policies, and for ensuring agency data is protected at rest and in use. Encryption keys as used in the key escrow and management must be stored at a third-party location, and always accessible by the agency designated personnel, so as to avoid vendor lock-in.
- 5) Sensitive PII - The BAPS system holds sensitive information regarding members. As such, contract clauses must be included regarding protection and handling of PI data as defined in the Privacy Act, 5 U.S.C. § 552a, and Agency Policy Guide for Safeguarding PII.
- 6) Data Location - All agency data must be encrypted at rest, and reside within the United States, including regular data backups that are sent to an alternate storage facility. The agreement must

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also describe who has access to the data, their role and what responsibilities are carried out using the data. Agency data must not be accessed by contractor (CSP) personnel outside the United States.

- 7) E-Discovery - The contractor will meet e-Discovery and litigation hold requests when applicable. The Contractor must attest to understanding the process, and performing the tasks of locating, preserving, collecting, processing, reviewing, and producing the electronically stored information (“ESI”). Likewise, any third-party request for ESI must be promptly notified to the agency for further action and approval by the agency.
- 8) FOIA access – Agency must be able to access and retrieve data from the contractor (CSP) environment in a timely manner to meet its obligations under the District of Columbia Freedom of Information Act, D.C. Code §§ 2-531 et seq.
- 9) Preservation of Records – In collaboration with the contractor (CSP), the agency responsibilities for records management and disposition of records created and stored in the cloud hosted system, will be carried out. The agency will be given the capability to extract/copy all permanent records and transfer them to the appropriate storage facility.
- 10) Exit Strategy, Fees – The agency has the right to terminate the contract in situations where the contractor (CSP) cannot fulfill the SLA. The CSP will assist in the transition of the services to another provider when the contract expires or is terminated. The agreement will specify any fees charged for the transition of the services along with the migration of customer data. Where applicable, the agreement will use the *Pay-As-You-Go* fee model for services consumed by the agency, so as to pay only for the portion of services utilized. For all data that cannot be migrated or relocated, the crypto-erase process will be used to safely manage the destruction of the stored (decryption) keys, so that the data is deemed unrecoverable.

I.12 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.

I.13 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. An applicable Court Order, if any
- b. Contract, and any subsequent modifications thereto
- c. DCRB's Standard and Special Provisions for use with Supplies and Services Contracts
- d. Contract Attachments other than the Standard and Special Provisions, and Appendices thereto

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- e. Solicitation and any subsequent modifications thereto

- f. Best and Final Offer (in order of most recent to earliest)

I.14 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.

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I.15 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. 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)."

I.16 TAXES

The Board, as an independent agency of the District, 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."

I.17 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 CO 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 and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services herein. Contractor further covenants not to employ any person having such known interests in the performance of the contract.

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I.18 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.

I.19 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. 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.

I.20 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.

I.21 CONTRACT ASSIGNMENTS

The Contractor may not assign the contract without the prior written consent of the Board, except that 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.

I.22 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

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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.

I.23 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in clause I.17 Disputes.
- (b) DCRB shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a DCRB-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from DCRB; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither DCRB, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

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SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Section C. Specifications/Work Statement (includes Appendix A – Functional Requirements Matrix & Appendix A.1 Summary Table)
J.2	DCRB’s Standard and Special Provisions for use with Supplies and Services Contracts
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.4	U.S. Department of Labor Wage Determination No.2015 4281, Revision #34, dated July 8, 2025
J.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.6	DCRB BAPS Functional Requirements (for QA), dated July 17, 2025 (Excel worksheet)
J.7	Bidder-Offeror Contractor Certification Form
J.8	Contractor Past Performance Evaluation Form
J.9	Form W-9

Forms are available at the solicitation location at:

<https://dcrb.dc.gov/page/dcrb-procurement-opportunities>

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

Contractors shall:

1. Register with the DC Department of Licensing and Consumer Protection (DCLP) and submit a DC Certificate of Good Standing before a contract award is made.

For information please visit: <https://corponline.dlcp.dc.gov> or by contacting the DLCP Corporations Division at (202) 671-4500.

2. Submit a copy of the Contractor's business license as determined and required by DLCP in order to do business in the District of Columbia and obtain and submit a DC Certificate of Good Standing (CGS). If not required to obtain a DC business license, the Contractor's shall submit a copy of the business license issued by the Contractor's business licensing authority.
3. Submit a Copy of the Contractor's DC Certificate of Clean Hands. To obtain a DC Certificate of Clean Hands businesses must register with the District of Columbia Office of Tax and Revenue (OTR).

For information, visit <https://mytax.dc.gov>, or call (202) 727-4829 for more information.

4. Submit a completed Section J.7, Bidder-Offeror Contractor Certification Form.
5. Provide the Contractor's Dun and Bradstreet Number.
6. Provide the Contractor'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 Form W-9
8. Submit evidence of insurance coverage / Certificate of Liability Insurance

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District of Columbia Retirement Board

L.1.1.1 The Board prefers one Contractor and/or product to fulfill the scope however reserves the right to contract/hire none, one (1) or multiple Contractors with the skills, expertise, and resources to provide the Board the requirements under this Solicitation.

L.1.2 SELECTION OF NEGOTIATION PROCESS

After evaluating the proposals using only the criteria stated in the RFP and in accordance with relative weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions, or award of the contract without negotiations. If the CO elects to proceed with negotiations, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION, CONTENT AND SUBMISSION

L.2.1 This solicitation will be issued and posted electronically using DCRB's website address at <https://dcrb.dc.gov/page/dcrb-procurement-opportunities>. **To be considered, a Contractor must submit the required attachments before the closing date and time.** Paper, telephonic, telegraphic, and facsimile proposals will not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file, unless a specific format is required in the RFP for certain documents. DCRB will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

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

L.2.4 The Contractor shall label each attachment, i.e., "Technical Proposal", "Price Proposal." All information related to the technical proposal shall be in an attachment separate from the price proposal. Each will be evaluated separately.

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

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L.2.6 Contractors shall complete, sign, and/or submit all Representations, Certifications, Amendments, and Acknowledgments as appropriate.

L.2.7 PROPOSAL SUBMISSION REQUIREMENTS

L.2.7.1 TECHNICAL PROPOSAL GUIDELINES

The proposal shall contain information that answers and/or includes the following items:

L.2.7.1.1 Executive Summary and Company Background (not to exceed 15 pages)

a. Provide the information listed in **Section M.3.1.4**

L.2.7.1.2 Transition, Implementation, Data Privacy, Security and Risk Mitigation, and Maintenance (not to exceed 20 pages. Appendix A.1 Summary Table is not included in the page limit)

a. Provide the information listed in **Section M.3.1.5.**

L.2.7.1.3 Innovation and Technology Adoption, Scalability and Flexibility (not to exceed 10 pages)

a. Provide the information listed in **Section M.3.1.6.**

L.2.7.1.4 Customer Support, Staffing Plan, Team Member Expertise, Project Management, Qualifications and Training (not to exceed 20 pages)

a. Provide the information listed in **Section M.3.1.7.**

L.2.7.1.5 Past Performance, References, Legal Issues and Compliance (not to exceed 15 pages)

a. Provide the information listed in **Section M.3.1.8.**

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L.3 COST PROPOSAL GUIDELINES

One (1) electronic copy of the cost proposal shall be submitted in a separate file, with the technical proposal. The electronic copy of the cost proposal response **MUST include the completed Price Schedules.**

1. DCRB will not consider time and materials pricing. Offerors shall provide firm and fixed pricing based on the functionality described for the services required in Section C and any associated appendices or attachments. For each item, indicate if the cost is one-time, annual, or other.
2. The Offeror shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
3. The cost proposal must be adequate to provide a complete solution to DCRB, accomplish the entire project scope, and meet the RFP terms and requirements.
4. In the event certain products or services are provided at no additional cost, the items should be noted as "no charge" or words to that effect.
5. In the event the product or service is not being included in the Offeror proposal, the item should be noted as "no bid".
6. Offerors shall provide all pricing alternatives, if any, using the same cost breakdown as the base proposal.
7. Offerors shall provide prices in U.S. dollars.
8. Offerors shall make clear the rationale and basis of calculation for all fees.
9. Offerors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

L.3.1 In presenting software subscription fees, if any, the Offeror shall:

1. Explain all factors that could affect subscription fees,
2. Indicate which product versions, operating platform(s), and machine classes are included for each price,
3. Indicate whether a product is for "server" or "client," as applicable; and,
4. Make clear the extent of any implementation services that are included in the subscription fees (installation, configuration, training, etc.)

L.3.2 To the extent possible, Offerors shall show any applicable discounts separately from the prices for products and services. The Offeror is encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to DCRB.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

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L.4.1.1 Proposals must be electronically submitted via email to the Contract Specialist identified **on the cover page of this solicitation or before 2:00 p.m., September 16, 2025**, the closing time and date. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Upon release of this RFP and until the notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed via email to the Contract Specialist identified on the cover page.

L.4.1.3 Paper, telephonic, telegraphic, and facsimile proposals will not be accepted or considered for award.

L.4.1.4 It is solely the Contractor's responsibility to ensure that it begins the transmission of proposal documents in sufficient to email the proposal and all attachments to the Contract Specialist before the RFP closing time.

L.4.3 Withdrawal or Modification of Proposals

A Contractor may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.4.4 Late Proposals

DCRB's will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.5 Late Modifications

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

L.4.6 Exceptions

Any exceptions to the scope, requirements or any other terms and conditions identified in the RFP should be clearly and separately identified by the Offerors as a distinct section in their Technical or Price Proposal, as it may be the case (such information is excluded from the page limits noted for the Technical Proposal). Offerors are advised that proposal evaluation will take into consideration such exceptions, if any, and extensive and/or significant exceptions may result in the disqualification of the Proposal.

L.5 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relating to this solicitation, the prospective Contractor shall electronically submit question directly to the Contract Specialist. The prospective Contractor should submit questions no later than **August 22, 2025, 2:00 PM (EST)**. The Board may not consider any questions received after **August 22, 2025, 2:00 PM (EST)**. An amendment to the solicitation will be issued if the CCO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Contractor. Oral explanations or instructions given by DCRB officials before the award of the contract will not

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be binding.

DCRB will distribute all official changes, responses to questions or notices relating to the requirements of this RFP via amendment to the RFP. Any other information of any kind from any other source shall not be considered official, and Offerors relying on other information do so at their own risk.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Contractors who include in their proposal data that they do not want disclosed to the public or used by DCRB except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside The District of Columbia Retirement Board, ("DCRB") and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Contractor or contractor who is aggrieved in connection with the solicitation or award of a contract, must file a protest in accordance with 7 DCMR §1615. All protests and disputes involving the procurement rules, policies and procedures of the Board shall be resolved in accordance with these Board's Rules.

Protests, Disputes, and Appeals. Where a protest arises involving a solicitation in which the Board acknowledges that a mistake or deficiency exists, the Executive Director/Chief Contracting Officer may, in lieu of accepting the protest, elect to cancel and re-issue the solicitation, in whole or in part, to cure the mistake or deficiency. Where a dispute arises involving a Board contract or agreement, the Board shall first attempt to resolve the matter by informal discussions between the Executive Director/Chief Contracting Officer and the contractor. The Board's Rules do not authorize the Board to settle, compromise, pay, or

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otherwise adjust any claim involving fraud.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive visuals and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

DCRB is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.10 by email to:

District of Columbia Retirement Board
Procurement Office
900 7th Street, N.W., Suite 200
Washington, DC 20001
Email: ovidiu.puscas@dc.gov
Re: DCRB BAPS
Contract Number DCRB-2025-C-TBD

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation electronically, as described in Section L.2.6.

The Board must receive the acknowledgment by the date and time specified for receipt of proposals. Contractor's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, after receiving original proposals, negotiations are conducted all Contractors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the

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solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Contractor or negotiate with the highest ranked Contractor.

L.15 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of Contractor;

L.15.2 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of DCRB its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by DCRB.

L.17.1 To be determined responsible, a prospective contractor must:

- (a) Have or provide evidence that it can obtain the financial, technical, and organizational skills and resources, as well as the facilities and equipment, necessary to perform under the contract in accordance with its terms;
- (b) Have a satisfactory performance record;
- (c) Have a satisfactory record of professional integrity and business ethics;
- (d) Not be suspended, debarred, or otherwise ineligible to receive contracts from the District or Federal Government;
- (e) Meet any other qualification criteria that may be imposed by applicable law or regulation;
- (f) Have the necessary licenses, permits, and certifications to perform the contract;
- (g) Provide adequate evidence of insurance coverage as required by the contract or award; and

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(h) Provide a completed DCRB Bidder-Offeror Certification Form.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to decide of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 KEY PERSONNEL

L.18.1 DCRB considers the following positions to be key personnel for this contract:

All staff identified and assigned to the contract by the contractor and subsequently accepted by the DCRB Contract Administrator as such.

L.19 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference will be held virtually via WebEx on **Friday, August 15, 2025** from **9:00 AM – 10:30 AM (EST)**. Prospective offerors who would like to participate in the pre-proposal conference should email the Contract Specialist and provide their contact details.

<https://dcnet.webex.com/dcnet/j.php?MTID=m0cc17fbbe589b8eac6d678b975117fbc>

Meeting number: 2302 107 6076

Password: guZMGxQS237

To join by video system

Dial 23021076076@dcnet.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

1-650-479-3208 Call-in toll number (US/Canada)

Access code: 230 210 76076

Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for DCRB to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at DCRB's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent DCRB's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than **August 22, 2025**, at 2:00 PM (EST) after the pre-proposal conference in order to generate an official answer. DCRB will furnish responses via email to pre-proposal conference participants and the DCRB solicitation website. An amendment to the solicitation will be issued if the Procurement Office decides that information is necessary in submitting proposals, or if the lack of it would be

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prejudicial to any prospective offeror. Oral explanations or instructions given by DCRB officials before the award of the contract will not be binding.

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SECTION M - EVALUATION

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Contractor did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Contractor’s score for each factor. The Contractor’s total technical score will be determined by adding the Contractor’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 Contractor’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the Contractor’s total technical score will be determined by adding the Contractor’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

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the Technical Rating Scale above, if DCRB evaluates the Contractor’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 PART I - TECHNICAL PROPOSAL CRITERIA (80 Points Maximum)

M.3.1.1 Mandatory Offeror Qualifications

- i) The following requirements are Mandatory for all Offerors. Failure to comply with one or more of the Mandatory qualifications may disqualify the Offeror.
 - (a) Offerors are required to complete the Checklist below by answering “Yes” or “No” to each Mandatory Qualification as appropriate.
 - (b) Address any “No” answers in the comment Section.
 - (c) Complete the “ACKNOWLEDGE AND ACCEPT” section below. The Authorized Representative signing and dating this Checklist must be authorized to legally bind the Offeror.
 - (d) Submit the completed Checklist with your proposal.

#	Description	Yes	No
1.	Offeror has a minimum of 10 years’ continuous delivery of pension administration systems to public-sector clients.		
2.	Offeror has provided a client reference in the US for a live production using the vendor’s proposed software for at least 24 months prior to proposal submittal.		
3.	Offerors has provided evidence of current SOC 2 Type II or equivalent security certification.		
4.	Offeror attests it has no conflict of interest with respect to any work performed by the Offeror for DCRB or any other District of Columbia Agency.		

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	<p>Describe any relationship the company or an affiliate of the company enjoys with the U.S. government, the District, any agency, or instrumentality of the District; and/or any employee organization that represents police officers, firefighters, or teachers of the District of Columbia.</p>		
5.	<p>Offeror attests it has not been suspended or debarred from performing federal or District of Columbia government work.</p> <p>Discuss and describe if the Offeror, its affiliates, primary/secondary consultants, or any officer or principal has been or is currently involved in any litigation, arbitration, mediation, or other legal proceedings, or government investigation, or regulatory proceedings, involving allegations of fraud, negligence, criminal activity, or breach of regulatory duty relating to activities, goods and/or services provided? If so, identify and provide an explanation for each and indicate the status</p>		
6	<p>Comments:</p> <p>Provide details if Offeror has indicated “No” in response to any of the questions above.</p>		

ACKNOWLEDGED AND SUBMITTED BY:

Offeror Company Name:

Name & Title of Authorized Representative:

Signature:

Date:

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- ii) **Upon review of compliance with Mandatory Proposer Qualifications noted above, the Offerors shall be evaluated based on the Technical Evaluation Factors listed below.**

M.3.1.2 TECHNICAL EVALUATION FACTORS

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

FACTOR	TECHNICAL EVALUATION FACTORS	POINTS
I	Executive Summary and Company Background	5
II	Transition, Implementation, Data Privacy, Security and Risk Mitigation, and Maintenance	40
III	Innovation and Technology Adoption, Scalability and Flexibility	10
IV	Customer Support, Team Member Expertise, Staffing Plan, Project Management and Qualifications and Training	15
V	Past Performance, References, and Legal Issues	10
TOTAL POINTS		80

M.3.1.3 PRICE CRITERION (20 Points Maximum)

M.3.1.4 Factor I - Executive Summary and Company Background (See L.2.7.1.1) - (5 Points Total)

This factor examines the Offeror’s company background, executive structure, history, formation, experience, viability, and organizational capacity to execute the BAPS SOW/Requirement.

The Offeror’s proposal will be evaluated on its ability to:

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1. (i) Provide the following information regarding your company:
 - i. Company Name,
 - ii. Contact Name and Title,
 - iii. Mailing Address,
 - iv. E-mail Address,
 - v. Phone Number, and
 - vi. Internet URL.
- (ii) Provide a brief history of the company, including its year of organization and the ownership structure of the company, including any parent, affiliated companies, or joint ventures. (1 Point for 1.(i) &(ii))
2. Describe any ownership changes that have occurred within the last three (3) years, as well as any anticipated changes in ownership, organizational structure, or professional staffing.(1 Point)
3. Provide the following information related to your company (3 Points):
 - i. Number of years' experience (10 plus years) in providing pension administration systems, tools, resources, and implementation services to public agencies.
 - ii. An organizational chart diagramming the relationships between the professional staff and any parent, subsidiary, affiliate, or joint venture entities.
 - iii. Names of all entities with ownership stakes; along with details regarding affiliated companies and/or joint ventures. Clearly chart and identify the Offeror's proposed subcontractors.

M.3.1.5 Factor II - Transition, Implementation, Data Privacy, Security and Risk Mitigation, and Maintenance (See L.2.7.1.2) - (40 Points Total)

This factor considers the technical approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's pension system technology description and delivery, including the Offeror's knowledge and application of recognized industry standards. This factor examines all elements of the technical approach and interdependence of each element in the successful transition, implementation and delivery of services.

The Offeror's proposal will be evaluated on its ability to:

1. Provide statements regarding the Offeror's understanding of the

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scope of work and clearly explain the offeror's plan and ability to meet DCRB's requirements and fully implement a fully functioning and operable BAPS by the Go-Live date identified in Section C.6 *Deliverables, C.5.12. (5 Points)*

2. Describe, explain and detail Offeror's technical capabilities and infrastructure, including:
 - i. Data in use and client backups to reside in US (Pass/Fail)
 - ii. Details on data cleansing and migration strategy (1 Point)
 - iii. Describe API-first integration architecture (1 Point)
 - iv. Describe security and fraud prevention functionality, including encryption, zero-trust measures and continuous monitoring (1 Point)
 - v. Describe, explain and detail data loss prevention, disaster recovery and business continuity (1 Point)
 - vi. Provide evidence of regulatory compliance (1 Point)
3. Provide narrative descriptions and a completed *Appendix "A" – Functional Requirements* outlining how the Offeror's solution performs the DCRB business processes and meets the functional requirements described therein (Pass/Fail for submittal; 20 Points maximum).
4. Describe, explain and detail the Offeror's proposed approach to implement a system fit for DCRB's requirements and using relevant industry best practices and methods for understanding the Agency's current environment, business goals, and needs. Provide detailed description of transition plan and timelines, including demonstrable out-of-the-box connectors to FileNet, Amazon Connect, Active Directory, etc (5 Points)
5. Describe the Offeror's continuous delivery pipeline for updates, with monthly release cadences (e.g., new releases that are issued the 3rd Thursday of every month). (1 Point)
6. Describe, explain and detail the Offeror's proposed approach to interfacing with DCRB's staff during the implementation and performance of the work and the support needed from DCRB by the Offeror to successfully execute the SOW/Requirement. (2 Point)
7. Explain the Offeror's understanding of the risks associated with, and

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inherent to, the adoption of proposed technology for the implementation, delivery and use of the services required by the SOW/Requirements. (1 Point)

8. Describe the Offeror's use, development, delivery, implementation, incorporation and/or future plans for the use of recent developments in technology for the services required for the execution of the SOW/Requirement. (1 Point)

M.3.1.6 Factor III – Innovation and Technology Adoption, Scalability and Flexibility (See L.2.7.1.3) - (10 Points Total)

This factor considers the technical approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's proposed BAPS technology description and delivery, and the Offeror's knowledge and application of recognized industry standards. This factor examines all elements of the technical approach and interdependence of each element in the successful transition, implementation and delivery of services.

The Offeror's proposal will be evaluated on its ability to:

1. Provide details regarding how the Offeror provides AI-driven member self-service (chatbots, predictive analytics, etc). Discuss the Offeror's understanding of the risks associated with and inherent to the adoption of Artificial Intelligence (AI) for the implementation, delivery and use of the services required by the SOW/Requirements. (3 Points)
2. Provide details regarding how the Offeror's has proposed and implemented innovative approaches and scalable functionality that have improved a client's pension management system. (5 Points)
3. Describe instances where innovative changes did not meet expectations and what steps and measures were taken by the Offeror to mitigate and resolve the issues and problems. (2 Point)

M.3.1.7 Factor IV - Customer Support, Staffing Plan, Project Management, Team Member Expertise and Qualifications and Training- (15 Points Total)

This factor considers the approach for providing customer support, expertise, and training. Staffing Plan, Team Member Expertise, Project management and Qualifications and Training be utilized by the Offeror to perform the requirements as described in Section C of this solicitation.

The Offeror's proposal will be evaluated on its ability to:

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1. Depict the Offeror's detailed staffing plan, organizational structure, including any subcontractors that will be used (including the extent of work provided and percentage relative to total project effort) and detail the staff members by area of expertise, responsibility for critical implementation activities and time allocation. (3 Points)
2. Describe Offeror's comprehensive project management services designed to:
 - i. manage the successful implementation of the Project, including how the Offeror controls cost, quality, and timeliness of its services for the services required by this solicitation.
 - ii. its approach in providing a value-added, proactive, collaborative, and transparent proposition for all aspects of project management that is well aligned to the project objectives and expectations described in this solicitation. (5 Points for 2.i & ii)
3. Provides succinct, thorough resumes for each of the Offeror's staff listed, as well as their current titles. Resumes should include role description, location, length of employment with the company, years of experience in the assigned role, and years of experience with pension systems. (5 Points)
4. Explain the Offeror's approach to provide customer support, training, maintain program continuity and quality of services. (2 Points)

M.3.1.8 Factor V - Past Performance, References and Compliance (See L.2.7.1.5 and L.2.7.1.6) - (10 Points Total)

This factor considers the Offeror's past performance and references and the propensity and likelihood to successfully implement, manage, and fulfill the SOW/Requirements.

The Offeror's proposal will be evaluated on its ability to:

1. (i) Provide a list of at least three public-sector pension systems clients of comparable size (e.g., 20K+ members) that your company has provided services like the services in the solicitation and would recommend the Offeror. Provide a brief description for each client of similar services that have been provided including the name, title, and telephone number of a current contact who is familiar with those services.
- (ii) Provide a two (2)-page narrative case studies with proven track

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record of at least two (2) successful enterprise-wide integrations that were completed on time and within budget (Total 4 Points for 1.i & ii)

2. Provide performance metrics (e.g., uptime, SLA adherence) from at least two reference clients. (3 Points)
3. Describe any challenges, problems and/or obstacles that materialized when implementing and maintaining pension management systems for past clients, how and what measures were taken to solve and overcome the problems and obstacles. (1 Points)
4. Detail the most frequent complaints the Offeror has received from clients and actions taken to improve the goods and/or services. (1 Point)
5. Describe and explain the components of your company's written Code of Ethics and Compliance Manual and respond to the items below. (1 Point)
 - i. Provide the levels of coverage for errors and omissions insurance and any other professional liability insurance your firm carries, and cyber liability insurance, including a list of insurance carriers supplying the coverage.
 - ii. Describe any relationship the firm or an affiliate of the firm enjoys with the U.S. government, the District, any agency, or instrumentality of the District; and/or any employee organization that represents police officers, firefighters, or teachers of the District of Columbia.
 - iii. Is any member of your firm an officer, director, or employee of a fiduciary or service provider of DCRB? A list of DCRB's fiduciaries and service providers can be provided upon request.
 - iv. Would your firm place any limitations on DCRB's ability to share, reproduce, or distribute any reports, papers, or other materials developed by your firm in connection with its services as contractor to DCRB? If so, please describe such limitations.
 - v. Is it your firm's policy to impose any limitation on liability through your contracts with clients? If so, please describe.

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M.3.1.9 PART II - TECHNOLOGY DEMONSTRATION CRITERIA

- M.3.1.9.1** The top three ranked Technical & Price Proposals from the Part I evaluation will determine the Competitive Range for the solicitation.
- M.3.1.9.2** The top three ranked Offerors, or Finalists, in the Competitive Range will be invited to demonstrate their proposed BAPS solution, and to provide their Best and Final Offer (BAFO).
- M.3.1.9.3** A standard script listing the benefits administration, case management, member services, reports generation, data integration and related business processes will be made available for the demonstration of the Offeror solution. DCRB expects the technology demonstration to showcase the full lifecycle for processing a mock payroll, therefore the Finalists can expect the demonstration could take up to four (4) hours per Finalist. The script will be provided to the finalists two (2) weeks prior to the demonstration.
- M.3.1.9.4** In advance of the technology demonstration and no later than COB on October 23, 2025, the Finalists shall provide a 90-minute pre-demo video with the proposed solution architecture and story board (5 page narrative) outlining the business process flows that will be shown at the technology demonstration.
- M.3.1.9.5** The Finalists shall prepare and provide username and login information for DCRB personnel to access the system, which shall be made available to DCRB for at least one (1) week after the demonstration.
- M.3.1.9.6** The following criteria will be used to evaluate the solution demonstration.

Technology Demonstration Evaluation Criteria:

Factor I - BAPS Functional Requirements (40 Points Total)	40
1. Demonstrate that its proposed BAPS technology solution will address and satisfy the BAPS Scope and SOW/Requirement. (30 Points Total)	
2. Answer staff questions and communicate that its proposed BAPS technology solution will address and satisfy the BAPS Scope and SOW/Requirement. (10 Points Total)	
Factor II - BAPS Integration Features and Performance (20 Points Total)	20
1. Demonstrate that its proposed BAPS technology solution will address and satisfy the integration requirements to FileNet, Amazon Connect, and	

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other related systems (10 Points Total)	
2. Answer staff questions and communicate that its proposed BAPS technology solution will address and satisfy the integration requirements. (10 Points Total)	
Factor III - Ease of Navigation and Use (10 Points Total)	10
1. The Offeror's proposed BAPS proposed technology solution is simple to navigate and simple/easy to use (10 Points Total)	
Factor IV - Continuous Improvement and Innovation - (10 Points Total)	10
1. The Offeror demonstrates their methodology for leveraging technology advancement such as in AI, and to continuously improve for maintaining an efficient BAPS system. (10 Points Total)	

M.3.1.9.7 PRICE CRITERION [BAFO] is 20 Points Maximum.

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails demonstrate minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; Contractor did not address the factor.
1	Poor	Marginally demonstrates minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally demonstrates meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Demonstrates requirements; no deficiencies.
4	Good	Demonstrates requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds demonstrating most, if not all requirements; no deficiencies.

M.3.1.9.8 Discussions with Offerors after the Part I and/or Part II evaluations are allowable and preferably conducted in writing including electronic format; however, oral discussions are permitted. The primary objective of discussions is to maximize the Board's ability to obtain the best value solution that meets DCRB's needs based on the evaluation criteria. The scope and extent of discussions are a matter of the Technical Evaluation Panel's input and DCRB Procurement Office's judgment.

M.3.1.9.9 At the conclusion of discussions, if applicable, DCRB shall request that the offerors submit best and final offers by a common submission date. If DCRB is unable to award a contract after best and final offers have been evaluated and negotiated, DRB may proceed to negotiate with the next highest ranked offeror until a contract is established, if necessary. DCRB may proceed to select a contractor by this method

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until a contract is awarded or the solicitation cancelled.

M.3.1.9.10 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective and will be scored based on reasonableness. Effective and efficient delivery of quality services to be demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate. The following formula will be used to determine each Contractor's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 \text{ weight} = \text{Evaluated price score}$$

The contract shall be awarded to the qualified offeror whose proposal is responsive to the RFP and is most advantageous to the Board considering only the evaluation criteria in the RFP and the determination that the offeror is responsible based on meeting the RFP requirements and applicable rules.

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by DCRB if payment is made within the discount period specified by the Contractor.

M.4.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by DCRB, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of DCRB check.

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