



REQUEST FOR PROPOSALS

TECHNICAL INFRASTRUCTURE, SUPPORT, AND MAINTENANCE SERVICES

July 31, 2009

District of Columbia Retirement Board
900 7th Street NW; Suite 200
Washington, D.C., 20001
<http://www.dcrb.dc.gov>

Table Of Contents

I. Overview

- 1.01 INTRODUCTION
- 1.02 SCOPE OF WORK
- 1.03 SCHEDULE OF EVENTS
- 1.04 POINT OF CONTACT
- 1.05 OFFEROR QUESTIONS AND RFP AMENDMENTS
- 1.06 EVALUATION OF RESPONSES

II. PROPOSAL PREPARATION

- 2.01 GENERAL PROPOSAL INFORMATION
- 2.02 METHOD OF SUBMISSION
- 2.03 PROPOSAL CONTENTS
- 2.04 PROPOSAL INSTRUCTIONS-PRICE PROPOSAL

III. GENERAL TERMS AND CONDITIONS

- 3.01 RESERVATION OF RIGHTS
- 3.02 CONTRACTUAL REQUIREMENTS

APPENDIX A- D.C. RETIREMENT BOARD'S WEB SITE REQUIREMENTS

APPENDIX B- D.C. RETIREMENT BOARD MODEL CONTRACT

APPENDIX C- W-9 FORM

APPENDIX D- CERTIFICATIONS

I. OVERVIEW

1.01 Introduction

The District of Columbia Retirement Board (“DCRB”) plans to upgrade its agency web site immediately (Phase I). Subsequently, DCRB plans to implement a future web-based intranet (Phase II), and use internet browsers to support future line-of-business pension applications (Phase III). DCRB needs a modern technology infrastructure consisting of web servers to support these outcomes. This solicitation is limited to implementing a public Web Page (Phase I). DCRB may choose to implement Phase II and Phase III at a future date. Phases II and III are optional.

DCRB seeks a third-party organization to provide the technical infrastructure, provide related technical support and maintenance services to assist DCRB in achieving its business outcomes.

DCRB is currently connected to the District’s DC-NET (an agency of the District of Columbia Office of the Chief Technology Officer) telecommunications network, that provides secure access to District enterprise applications (procurement, accounting, personnel, and payroll), and Microsoft Exchange Email services. DCRB recently implemented an electronic document management system (IBM FileNet). DCRB acquired an Oracle database that supports the FileNet system, which can also support other capabilities. DCRB infrastructure uses Microsoft servers and Dell workstations that use Microsoft Windows 2007 operating systems.

Attached to this document are the D.C. Retirement Board’s Web Site Requirements that delineate the agency’s business and technical requirements. This document provides a high-level view of DCRB’s needs and preferences in designing the specifications and implementing the web server.

1.02 Scope Of Work

The offeror shall

- Design and implement a web server that operates in the offeror’s datacenter;
- Provide operational support for the web server; and
- Provide technical support and maintenance for the web server.

The web server shall meet the requirements described in Appendix A – DC Retirement Board’s Web Site Requirements.

This scope of work shall include three phases as described below. The offeror shall develop a design and implementation plan to allow DCRB to implement each phase incrementally, at its sole discretion. DCRB will implement Phase I - Public Web Page immediately. **The offeror shall provide separate pricing for each phase.**

- **Phase 1 - Public Web Page** - The Offeror shall provide a web server and related support and maintenance services that will support the agency public web page.

The Offeror shall provide a Technical Design Specification of their proposed solution that demonstrates how the solution meets DCRB's requirements. The Technical Design Specification shall identify how each phase will be implemented incrementally and compliment other phases. The Technical Design Specification shall include the following topics:

- a. Technical Infrastructure Design
- b. Operating and Web Service Software that will be included
- c. Network Architecture
- d. Security Architecture
- e. Operations, Support and Maintenance Services
- f. Network Intrusion Detection System (NIDS)
- g. Network Monitoring
- h. Redundancy and Failover Infrastructure
- i. Acceptable Maximum "Downtime"
- j. Disaster Recovery and Business Continuity
- k. Data Circuit Monitoring
- l. NIST and Industry Standards Compliance

The Offeror will implement a web server(s) technical infrastructure corresponding to the Technical Design Specification accepted and approved by DCRB. The initial implementation will be the Phase I - Public Web Page. The other phases will occur at the discretion of DCRB.

The Offeror shall provide technical configuration and how-to documentation for DCRB staff to create, establish, modify, and maintain web-pages. **The technical design and infrastructure must be in compliance with current NIST applicable standards regarding Federal Information System Management Act (FISMA) and the Security Management Assurance including but not limited to FIPS 140-2, 199 and 200.**

The Offeror shall provide ongoing operations support services and technology support and maintenance services to track incidents, resolve problems, and manage changes and releases to the technical infrastructure.

The Offeror shall insure that adequate security devices, procedures, and software are installed and configured to protect DCRB's public web page and future Intranet (Phase II) and line-of-business applications (Phase III) from unauthorized access and loss of private or sensitive information.

The Offeror shall provide a technical infrastructure that has redundancy built in to support business continuity and disaster recovery capabilities.

The Offeror shall implement managed services capabilities to continuously monitor the technical infrastructure and alert technical support staff of potential problems and issues that may result in system disruptions and to work expeditiously to resolve problems and ensure minimal “downtime”. **The Offeror shall provide detailed explanations of its methodology and approach to DC Retirement Board’s Website Requirements in Appendix A.**

The Offeror shall provide a Service Level Agreement that indicates the agreed upon server availability, response times, service response times, and other services that the Offeror shall provide to DCRB.

The Offeror shall provide DCRB with usage statistics, performance reports, and problems and incident reports upon request.

The Offeror shall provide technical configuration and how-to documentation for DCRB staff to establish and maintain web-pages. **The technical design and infrastructure must be in compliance with current NIST applicable standards regarding Federal Information System Management Act (FISMA) and the Security Management Assurance including but not limited to FIPS 140-2, 199 and 200.**

Additional Services

The Offeror shall provide specifications that ensure adequate security devices, procedures, and software are installed and configured to protect DCRB’s intranet and line-of business applications from unauthorized access and loss of private or sensitive information.

- **Phase II - Intranet Server** - The Offeror shall provide web servers capable of supporting an agency Intranet. The web servers shall meet the requirements described in Appendix A -DC Retirement Board’s Web Site Requirements.
- **Phase III - Line-of-Business Server** – The Offeror shall provide servers to support agency line-of-business applications. The web servers shall meet the requirements described in Appendix A – DC Retirement Board’s Web Site Requirements.

The Offeror will provide a Technical Design Specification of their proposed solution that demonstrates how the solution meets DCRB requirements. The Technical Design Specification shall identify how each phase will be implemented incrementally and compliment other phases. The Technical Design Specification shall include the following topics:

- a. Technical Infrastructure Design
- b. Operating and Web Service Software that will be included
- c. Network Architecture
- d. Security Architecture
- e. Operations, Support and Maintenance Services
- f. Network Intrusion Detection System (NIDS)

- g. Network Monitoring
- h. Redundancy and Failover Infrastructure
- i. Acceptable Maximum “Downtime”
- j. Disaster Recovery and Business Continuity
- k. Data Circuit Monitoring
- l. NIST and Industry Standards Compliance

The Offeror shall insure that adequate security devices, procedures, and software are installed and configured to protect DCRB’s information that will become available during (Phase II) Intranet and line-of-business applications (Phase III) from unauthorized access and loss of private or sensitive information.

The Offeror shall provide technical configuration and how-to documentation for DCRB staff to establish and maintain these applications. **The technical design and infrastructure must be in compliance with current NIST applicable standards regarding Federal Information System Management Act (FISMA) and the Security Management Assurance including but not limited to FIPS 140-2, 199 and 200.**

1.03 Schedule Of Events

The following is the estimated schedule of events related to this RFP process. Dates listed below may be amended as appropriate by DCRB. Offerors will be notified of any changes via e-mail.

| Activity | Scheduled Date |
|---------------------------------|--------------------------------|
| Release of RFP | Friday, July 31, 2009 |
| Proposal Due Date | Friday, August 14, 2009 |
| Anticipated Contract Award | Wednesday, August 19, 2009 |
| Anticipated Contract Start Date | Thursday, August 20, 2009 |

1.04 Point Of Contact

Further, from the issue date of this RFP until a successful Offeror is selected, there shall be no communication regarding this procurement by Offerors with any DCRB Board members or staff members other than the DCRB Procurement Specialist. Failure to comply with this provision of the procurement may result in Proposal rejection and disqualification.

The Procurement Specialist is:

Name: Yolanda Smith
 Address: District of Columbia Retirement Board
 900 7th Street NW; Suite 200
 Washington, D.C. 20001
 E-Mail: yolanda.smith@dc.gov

1.05 Offeror Questions and RFP Amendment

All Offeror questions must be submitted in writing via e-mail to DCRB's Procurement Specialist. All questions must include the name of the firm and the name of the submitter. Responses to all questions received by August 7, 2009, will be made in writing and distributed to all Offerors participating in this RFP.

Questions will not be accepted via telephone. No oral communication provided by any DCRB staff member is binding on DCRB.

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

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

1.06 Evaluation of Responses

Proposals must be as succinct as possible while providing an accurate picture of the firm's ability to meet the needs of DCRB in a thorough, accurate, responsive and cost-effective manner. DCRB will evaluate all proposals to determine which Offeror will best serve the interests of the participants and beneficiaries of the Retirement Funds. DCRB will evaluate price and other factors.

Award will be made to the firm offering the best value to the participants and beneficiaries of the Retirement Funds, and not necessarily to the Offeror with the lowest price. The following presents the evaluation criteria to be used by DCRB.

Proposals will be evaluated based on the following weighted percentages:

- Capability and capacity to perform – 50%
 - Sub-factors:
 - Experience developing and implementing technological infrastructures for web server design for comparable systems 25%
 - Experience with applicable FISMA requirements 15%
 - Experience with government and retirement systems 10%
- Price – 30%* (*the Offeror must submit any applicable pricing available on its governmental schedules (i.e., GSA)*)
- References/Past Performance – 20%

Those Offerors found to be in the competitive range may be invited to submit a best and final offer. **DCRB reserves the right to award a contract based solely on the initial proposals.**

1.07 DCRB Conflict Rules

Lock-Out Rule

When the DCRB commences search procedures for the retention of an outside service provider, in order to protect the integrity of the decisionmaking process and to avoid any and all appearances of conflict, the Board members, as well as staff, shall refrain from having any intentional, unauthorized contact with such service providers, other than for ordinary and necessary business purposes (e.g., administration of an existing contract), as a matter of public record, or unintended incidental interactions. This provision is in effect until DCRB awards the contract or the RFP is withdrawn. The lock-out restriction is in addition to other provisions in this RFP prohibiting contact between Offerors and DCRB. Offerors who initiate contact with Board Trustees, or staff or consultants, other than as provided in this RFP, may be disqualified from this procurement.

Placement Agents

Offerors shall not directly or indirectly hire, engage, utilize, retain, or compensate any person or entity, including but not limited to any Placement Agents, Lobbyist, Solicitor, intermediary or consultant, to directly or indirectly communicate with any DCRB fiduciary, advisor, or employee in connection with any transaction between DCRB and the Offeror, including but not limited to: (a) introducing, finding, referring, facilitating, arranging, expediting, fostering or establishing a relation with, or obtaining access to DCRB, (b) soliciting business with DCRB, or (c) influencing or attempting to influence the outcome of any DCRB financial decision.

DCRB requires ongoing disclosure of information relating to contributions, the identities, responsibilities, and qualifications of personnel and any payments by the Offeror or other service providers to third parties, Board fiduciaries, staff, consultants or other advisors in connection with Board matters.

II. PROPOSAL PREPARATION

2.01 General

To facilitate the evaluation of the proposals, it is essential that Offerors follow the format and instructions contained herein. Failure to respond in this manner may render the proposal, at the sole discretion of DCRB, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Offeror from consideration.

DCRB will not be liable for any costs incurred by the respondents in preparing responses to this RFP or for negotiations or presentations associated with the procurement process.

Proposals must be received by DCRB's Procurement Office no later than 5:00 PM, EDT, on August 14, 2009. It is the sole responsibility of the Offerors to ensure that their responses arrive in a timely manner. A proposal delivered to DCRB after the date and time specified in this RFP shall not be considered.

All Proposals submitted become the property of DCRB and may be subject to public disclosure under the Freedom of Information Act. Offerors must expressly identify information contained in the proposals that they consider to be proprietary and confidential.

The Proposals must conform to the specified format. DCRB may interpret a failure to conform to the specified format as indicative of the Offeror's quality of service. DCRB expressly rejects any responsibility to locate relevant information that is not contained in the specified part of the Proposal.

2.02 Method of Submission

The Offeror's response to this RFP shall be no more than 20 pages (exclusive of the Table of Contents and Completed Appendices C and D). There shall be separate technical and price proposals. The technical proposal shall be no more than 16 pages, and the price proposals shall be no more than 4 pages

Technical proposals shall not reference or include proposed prices or other price factors. Proposals violating this requirement shall not be considered.

You should submit three (3) copies of your proposal in a sealed package. Clearly, mark the outside of your package:

**District of Columbia Retirement Board
RFP for Technical Infrastructure, Support and Maintenance Services**

Submission of proposals or any portion thereof via fax shall not be accepted. Any Offeror that wishes to correct, amend or supplement their proposal must do so prior to the filing deadline and must do so by withdrawing its proposal in its entirety and submitting a complete, corrected proposal package. Modification in any other manner will not be accepted.

2.03 Proposal Contents

Offerors are required to organize their Proposals into specific sections as follows and include a Table of Contents. Each page of the Proposal must be numbered and each of the section headings listed below are to appear in the Proposal's Table of Contents. **All proposals shall be in 12-point Times New Roman typeface.**

(1) Technical Approach

In this section, the Offeror must describe how it will meet DCRB's specific requirements. The Offeror should be as detailed as possible in order to assure DCRB that it understands and is capable of meeting its needs.

(2) Statement Of Understanding

In this section, the Offeror must **summarize** how it is qualified to meet the requirements of this RFP. Offerors may wish to include internal controls/procedures employed to maximize responsiveness to DCRB's concerns.

(3) Management

The Offeror shall describe how it plans to manage the work to ensure that the Board receives an acceptable work product in a timely manner. The management plan should describe how the Offeror plans to manage communications with the DCRB on an ongoing basis to avoid miscommunication, misunderstandings, and unauthorized commitments. The Offeror should provide plans for keeping DCRB management apprised of its progress.

(4) Experience Summary

In this part of the Proposal, the Offeror must describe its current and historical experience providing solutions of similar scope. **Emphasis should be placed on any experience in supporting District of Columbia and Federal government agencies. Experience in supporting other public pension systems are also of particular interest to DCRB.**

(5) Assumptions, Limitations, And Constraints

In this section, the Offeror must identify all assumptions that the Offeror made in preparing its Proposal, as well as any pertinent limitations or constraints, including any contractual exculpatory provisions and limitations on liabilities required by the Offeror. This section must contain a list of all assumptions, with a cross reference as to where in the body of the Proposal the assumption is described.

Experience of Service Provider

1. Name of Parent company
2. Length of time in business
3. Federal and State Tax ID Number (completion of W-9, "Appendix C")
4. Number of full-time personnel
5. Location of company headquarters
6. Office location servicing this account
7. Credit references that can verify the financial standing of your company
8. List Company Names and Explanation for use of Subcontractors (if applicable)

9. Name, telephone number, and e-mail address of Account Representative for DCRB
10. Previous Experience with DC Retirement Board, the DC and/or Federal government.

Account Representative

The Offeror will provide a Representative who will act as a single point of contact for this service. The Representative will be the main point of contact for DCRB and shall assist DCRB in working with the Offeror's accounting department should any invoicing issues arise that require his/her assistance. The Representative shall have actual authority to make contractual commitments on behalf of the Offeror.

The Representative will be required to interface with DCRB's Executive Assistants, Office Manager and/or Project Manager to coordinate all service requests.

Please provide the relevant experience of the Representative as it pertains to services requested and provide the name, telephone number, and e-mail address of this individual.

References

Using the format below, list three (3) former and current clients of similar size where you have provide similar services in the last two years. **References from District of Columbia and Federal government agencies and public pension systems are of particular interest to DCRB.**

1. Customer/client name
2. Reference name
3. Title
4. Phone number
5. Email Address
5. Address
6. Fax number
7. Description of services
8. Contract Period
9. Reason for Termination of Service

Certifications

The offeror shall complete the certification in Appendix D, sign it, and include it with its technical proposal.

2.04 Proposal Instructions – Price Proposal

The Price Proposal shall contain the fixed price amount for the base year and each of the 4 one-year option years for the Contract Line Item Numbers (“CLINs”). Fixed price amounts must be inclusive of all labor, materials, transportation, lodging, overhead, and any other expenses regarding performances of the services specified in the Agreement.

The Board is subject to the annual appropriation process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed by the President of the United States. The Board has a current appropriation for the fiscal year ending on September 30, 2009, which is estimated to be sufficient to fund all work which is not subject to exercise of an option. Funding for option periods is subject to appropriation.

III. GENERAL TERMS AND CONDITIONS

a. Reservations of Rights

DCRB reserves the right to cancel this RFP for any reason at any point prior to contract award and/or to reject any and all proposals.

If, prior to execution of any contract, subsequent information or circumstances indicate that such contract is not in the best interest of participants and beneficiaries of the Funds, the right is reserved to reject the offer and either award the contract to another Offeror or reject all Offeror responses.

b. Contractual Requirements

Offerors are each responsible for complying with all statutory provisions applicable to doing business in the District of Columbia and with DCRB; however, such compliance does not limit the Board to any rights or remedies available to the Board under law.

All proposals, including prices, will remain in effect for a minimum of one hundred and twenty (120) business days after the Proposal due date.

APPENDIX B

MODEL CONTRACT

PROFESSIONAL SERVICE AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA RETIREMENT BOARD AND

AGREEMENT, made this day of _____, 2009, between the **DISTRICT OF COLUMBIA RETIREMENT BOARD** (“Board”), an independent agency of the government of the District of Columbia and _____, (“The Contractor”), with its principal place of business located in _____.

WITNESSETH

WHEREAS, under the District of Columbia Retirement Reform Act (Public Law 96-122; 93 Stat. 866, D.C. Official Code § 1-701 et seq.) as amended (the “Reform Act”), the Board has exclusive authority to manage and control the assets of the District of Columbia Police Officers and Firefighters' Retirement Fund, and the District of Columbia Teachers' Retirement Fund (collectively, the “Retirement Funds”), and

WHEREAS, the Council of the District of Columbia adopted a Replacement Plan, the “Police Officers, Fire Fighters, and Teachers Retirement Benefit Replacement Plan Act of 1998” (D.C. Official Code §1-901.1 et seq.), effective September 18, 1998 (“Replacement Plan Act”) for pension benefits earned on or after July 1, 1997, and

WHEREAS, the Contractor is willing to provide services to the Board on the terms and conditions set forth hereunder, and has represented to the Board that it possesses the requisite degree of competence and expertise essential to providing such services.

NOW THEREFORE, in consideration of the covenants and promises herein recited, the parties agree as follows:

| 1. SCHEDULE | PRICE* |
|--------------------|---------------|
| CLIN 0001** | |
| CLIN 0001AA _____ | _____ |
| CLIN 0001BB _____- | _____ |
| CLIN 0002 _____ | _____ |
| CLIN 0003 _____ | _____ |
| CLIN 0004 _____ | _____ |
| CLIN 0005 _____ | _____ |
| CLIN 0006** _____ | _____ |

- * The contractor shall not be reimbursed for travel or other expenses.
- ** Sub-CLINs are to be proposed on a firm fixed price basis.

2. SCOPE OF WORK

The Contractor shall design and implement web server that operate in the Contractor's datacenter, provide operational and technical support and maintenance for the web server.

3. WARRANTIES AND REPRESENTATIONS

3.1 The Contractor warrants and represents that:

3.1.1 It is qualified to provide the services to the Board as indicated in this Agreement.

3.1.2 It shall not to enter into an engagement to provide similar services with any other agency of the District of Columbia that involves the use of data and other information received from the Board without prior written approval of the Board.

3.1.3 It shall at all times maintain sufficient insurance and bond to reimburse the Board and the participants and beneficiaries of the Funds it manages in full for any professional liability on its part. Evidence of such liability insurance and bond coverage as described in this paragraph shall be provided to the Board upon request. [Shall we specify an amount? What have we used with other vendors? NGEN, DSI]

4. DELIVERABLES

4.1 Deliverables. [Describe what the contractor has to deliver and when it has to deliver it, *e.g.*, preliminary specifications, final specifications, monthly progress reports etc.]

4.2 Sole Property. All reports and documents produced in the performance of this Agreement shall be the sole property of the Board. The Contractor shall make no distribution of work specifically produced for the Board under this Agreement to others without the express prior written consent of the Board. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright or any other intellectual property right in such reports.

4.3 Consultation. During the term of this Agreement, the Contractor shall be available to the Board during regular business hours, including the Staff of the Board, with respect to all matters contemplated by this Agreement at no additional cost to the Board.

4.4 Records Retention. Books and records of services rendered to the Board shall be maintained by the Contractor for a period of not less than 6 years from the date of final payment under the Agreement and shall be made available for inspection upon reasonable request by the Board.

5. NOTICES AND ADMINISTRATION

5.1 The Executive Director of the District of Columbia Retirement Board is the Chief Contracting Officer (“CCO”) for this contract. **Only the CCO has authority to bind DCRB to any contractual commitment.** The Contractor shall submit invoices to the CCO, with copies to the Chief Financial Officer.

5.2 All instructions, notices, demands or other communications to be given by either party to the other party under this Agreement shall be in writing, shall be given by first class, certified or registered mail, by a recognized courier service (*e.g.*, FedEx, UPS, DHL) that maintains written verification of actual delivery, by facsimile, with a copy thereof sent by first class mail, postage prepaid, or messenger. Such communication shall be sufficient and effective when received by the parties as follows:

5.2.1 To the Board:

Eric O. Stanchfield
Executive Director/Chief Contracting Officer
District of Columbia Retirement Board
900 7th Street, N.W. Second Floor
Washington, D.C. 20001
(202) 343-3200 (Voice)
(202) 566-5000 (Fax)

Copy to: Sheila Morgan-Johnson, Acting Chief Operations Officer
Yolanda Smith, Procurement Specialist

5.2.2 To the Contractor:

The point of contact with actual authority to obligate the Contractor is:

5.3 Names and addresses designated for receipt of notices may be changed at any time with appropriate notice in accordance with the foregoing.

6. TERM AND TERMINATION

6.1 The original term of this service contract shall be for a period of one (1) year from the effective date, with four (4) consecutive one year options. The options are effective upon receipt of a written notice from the Chief Contracting Officer to the Contractor exercising a given option within thirty (30) days prior to the expiration of the current term.

6.2 This Agreement may be terminated by the Board in whole or in part for cause. If the Board proposes terminating the contract for cause, the Board will first give ten (10) days prior written notice to the Contractor stating the reason for termination, and providing the Contractor an opportunity to cure the issues leading to termination. The Contractor shall not be entitled to receive payment for work incurred prior to termination unless accepted by the Board.

6.3 This Agreement may be terminated in whole or in part by the Board for the convenience of the Board at any time by giving the Contractor written notice. In such event:

6.3.1 The Contractor will immediately cease performing the terminated work unless directed otherwise.

6.3.2 The Contractor shall be reimbursed for work performed prior to termination.

6.3.3 The Contractor shall not be compensated for anticipated future profit for the terminated work.

7. INSPECTION AND ACCEPTANCE

7.1 Deliverables shall be a proof sent via mail to Yolanda Smith at the DCRB offices. All deliverables shall be F.O.B. origin.

7.2 The Board shall inspect all deliverables called for by the contract prior to acceptance.

7.3 If any of the deliverables do not conform to contract requirements, the Board may require the Contractor to conform the deliverables to contract requirements at no increase in contract amount. When non-conformance cannot be corrected by re-performance, the Board may reduce the contract price to reflect the reduced value of the deliverables or terminate the contract for default.

7.4 The Board's obligation to compensate the contractor shall arise upon inspection and acceptance of the deliverables required by the contract.

8. INDEMNIFICATION

The Contractor hereby agrees to hold harmless the Board, its members, officers, employees, agents, participants and beneficiaries, and representatives and the District of Columbia Government, and to indemnify and exonerate same against and in respect of any and all claims, demands, damages, actions, costs, charges, losses, liabilities, and deficiencies, including legal fees and expenses, resulting from, arising out of, or in any way related to: (a) any untrue warranty or representation or omission of the Contractor in this Agreement; or (b) the Contractor's willful misfeasance, bad faith, negligence, or reckless disregard of its obligations under the terms of this Agreement.

9. GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of its choice of law provisions.

10. SEVERABILITY

This Agreement is severable. If any provision or term hereof is determined, for any reason, to be illegal or otherwise unenforceable, such determination shall not affect the validity of the remaining provisions and terms hereof. The provision or term determined to be illegal or unenforceable shall be amended to conform to applicable law and the intent of the parties.

11. TERMS OF AGREEMENT

11.1 Agreement. This Agreement, including the RFP and the Contractor's proposal, constitutes the entire agreement of the parties, and is intended to be a complete and exclusive statement of their agreement, and may not be modified or amended except by a writing mutually agreed to, and duly executed by each party. All previous communications between the parties whether written or oral, with reference to the subject matter of this Agreement, are hereby rescinded and superseded.

11.2 Order of Precedence. In the case of a conflict between the terms of this Agreement, the RFP, and the Contractor's proposal, the order of precedence shall be:

- a. Agreement;
- b. RFP;
- c. Contractor's proposal.

12. SPECIAL PROVISIONS

- 12.1 The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Agreement that is not resolved by mutual agreement.
- 12.2 Any legal proceedings involving this Agreement shall be filed with a District of Columbia court with subject matter jurisdiction.
- 12.3 Neither party will, directly or indirectly, assign or transfer any claim arising out of this engagement.
- 12.4 The failure of either party to enforce any of the terms of this Agreement shall not be a waiver or relinquishment of any future requirements of this Agreement.
- 12.5 The section headers in this Agreement are for information only and shall not be used to construe the meaning of any particular clause.
- 12.6 The Contractor shall discharge its duties and responsibilities under this Agreement with the standard of care, skill, and diligence normally provided in the performance of similar services under similar circumstances.
- 12.7 The rights and remedies described in this Agreement are cumulative and are in addition to any other remedies available to the Board in law or in equity, and the exercise of any one or more of such remedies shall not be construed as a waiver of any other right or remedy.
- 12.8 The Contractor shall assist the Board in asserting a claim of privilege in a legal proceeding or exemption under a request for documents pursuant to the District of Columbia Freedom of Information Act.
- 12.9 The Contractor shall perform such work as is necessary to correct errors, defects, and omissions in the services provided under this Agreement without undue delays and without cost to the Board.
- 12.10 The Contractor shall not subcontract any of the services of to be performed under this Agreement without the prior written consent of the Contracting Officer.
- 12.11 The Chief Contracting Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of work it is performing without cost for such period of time as he may deem appropriate for the convenience of the Board.
- 12.12 All work shall be performed in accordance with the Board's conflict of interest guidelines, as stated in Section 1.07 of the RFP for "Technical Design Specification for Technical Infrastructure, Support and Maintenance Services", and the Contractor shall not retain the services of a former Board member or staff member to perform services that would conflict with the post-employment provisions of 18 U.S.C. § 207 and the conflict of interest provisions at D.C.M.R., Title 7, § 1548 (2006).

12.13 In the event the Board awards a successor agreement to another Contractor covering the same matters as those assigned to the Contractor, then the Contractor shall cooperate with the Board to effect an orderly transition to the successor Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date last written below.

For: **DISTRICT OF COLUMBIA RETIREMENT BOARD**

By: _____ Date: _____
Executive Director

For: **THE CONTRACTOR**

By: _____ Date: _____
Authorized Signatory

APPENDIX D

CERTIFICATIONS

1. Certification Regarding Offeror's Responsibility

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the District or any Federal, State, or local government agency and have not been so debarred or suspended or declared ineligible for the award of contracts for the past ten years;

(B) Have () have not (), been convicted of, or imprisoned as a result of a conviction of, any of the offenses described in D.C. Code § 1-744 (2001) within a five-year period after such conviction or after the end of such imprisonment, whichever is later, preceding this offer;

(C) Have () have not (), had a civil judgment, in public or private litigation, rendered against them for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of securities laws, or any offense involving the misuse or misappropriation of funds, within five years preceding this offer; and

(D) Are () are not () presently indicted for, otherwise criminally or civilly charged, or subject to ongoing private litigation, regarding an alleged commission of any of the offenses enumerated in subdivisions (a)(1)(i)(B) or (a)(1)(i)(C) of this provision.

(ii) The principals and employees of the Offeror who will perform legal services pursuant to this Agreement have () have not () been disbarred or suspended by any legal jurisdiction for the past ten years.

(2) Principals, for the purposes of this certification, mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (*e.g.*, head of a subsidiary, division, or business segment, fund managers, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the District of Columbia and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 22-2405 of the D.C. Code and other applicable provisions of law.

(b) The Offeror shall provide immediate written notice to the Board if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation (unless the Offeror presently is debarred or suspended by the District of Columbia). However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such information as requested by the Board may render the Offeror nonresponsible and ineligible for an award.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Board, the Board may terminate the contract resulting from this solicitation for default and take other appropriate action.

2. Lock-Out Rule

(a) The Offeror shall not intentionally engage in unauthorized contract with Members or employees of the District of Columbia Retirement Board until such time as the offeror is notified an award has been made or the solicitation has been canceled, whichever occurs first.

(b) "Unauthorized contact" means communication between the offeror and a Member or employee of the Board other than:

- (i) In the ordinary course of performing an existing contract;
- (ii) In connection with an expired or terminated contract;
- (iii) In the ordinary course of participating in the source selection process (*e.g.*, responding to an invitation from the Board to submit written questions at a pre-bidders conference or participating in contract discussions);
- (iv) Regarding a matter unrelated to procurement; or
- (v) As a matter of public record.

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

I certify the accuracy and completeness of the information provided above to the best of my knowledge, information, and belief.

OFFEROR NAME: _____

Signature

Date

Printed Name & Title of Signatory