



District of Columbia Retirement Board (DCRB)

**Request for Proposals for Senior Level .Net Development
Professional Services**

Solicitation Number: DCRB-16-019

Release Date: March 11, 2016

Eric Stanchfield, Executive Director
900 7th Street, N.W. Second Floor, Washington, DC 20001

SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages		
			Senior Level .Net Developer		1	42	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
RB-16-019		DCRB-16-019		<input type="checkbox"/> Sealed Bid (IFB)		3/11/2016	
				<input checked="" type="checkbox"/> Sealed Proposals (RFP)			
				<input type="checkbox"/> Sole Source			
				<input type="checkbox"/> Human Care Agreements			
				<input type="checkbox"/> Emergency			
6. Type of Market		<input checked="" type="checkbox"/> Open		<input type="checkbox"/> Set Aside (CBE Market)		<input type="checkbox"/> Open with Sub-Contracting Set Aside	
				<input type="checkbox"/> Other than Full and Open Competition		<input type="checkbox"/> Limited Competition	
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001				8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, if hand carried to the bid counter located at <u>Above Address</u> or if electronically, send to place specified in Item 10. C until <u>17:00</u> local time <u>31-Mar-16</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See Solicitation. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Neda Bolourian		(Area Code) 202	(Number) 343-3200	(Ext)	dcrb.procurement@dc.gov
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number	Date	Amendment Number	Date
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Eric Stanchfield, Executive Director			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

Article I. DCRB Objectives and Requirements

A. OVERVIEW

The District of Columbia Retirement Board (“DCRB”), an independent District of Columbia government agency, is a retirement system that manages assets in excess of \$6.1 billion of the Teachers’ Retirement Fund and the Police Officers’ and Firefighters’ Retirement Fund (the “Funds”) on an actuarially sound basis and manages retirement and post-employment benefit programs for participants and beneficiaries of those Plans. The DCRB works closely with various external agencies in administering retirement benefits and disbursements, most notably the U.S. Department of Treasury’s Office of District of Columbia Pensions (“ODCP”) in conjunction with the Bureau of Public Debt (“BPD”).

The DC Retirement Board (DCRB) is seeking a contractor to provide a qualified senior level Applications Developer with .NET experience to develop and enhance DCRB applications accessible through SharePoint 2010 and 2013. The agency has a growing technological infrastructure that requires prompt, professional, and an experienced technician to support the agency’s operations. DCRB is an independent agency of the District of Columbia that administers a public pension program (non-ERISA) for approximately 12,000 active District of Columbia Teachers, Firefighters, and Police Officers (collectively referred to as “Members”). DCRB also provides retirement, disability, and survivor benefits to approximately 14,000 retirees. The Agency’s staff consists of approximately 50 employees, and is governed by a 12 member Board of Trustees.

B. Scope of Services

DCRB has a need for one (1) contractor to provide Senior Level .NET Applications Development services to analyze, design, develop and deliver high-quality web-based solutions that leverages the .NET Framework and languages like C#, VB.NET, ASP.NET as well as SharePoint 2010 and 2013 platforms on SQL Server 2008 and 2012 database. The Contractor shall deliver custom applications to support a variety of strategic mission critical business initiatives throughout the Agency.

The Contractor will provide the services which will include:

- a) Analyze and evaluate complex existing and proposed enterprise-level systems, identify opportunities for the sharing, automation and reuse of business information via SharePoint and web.
- b) Develop automated database applications, where necessary, using the applicable database packages.
- c) Consistently write, translate, code, and test software programs and applications according to specifications.
- d) Design and develop portal applications that integrate with other enterprise systems and third party products.
- e) Integrate non-SharePoint related services into SharePoint applications as needed.

- f) Prepares new database designs; develops and tests databases and integration connections; supports Quality Assurance/ Quality Control activities for data migration and database maintenance.
- g) Acts as a liaison between project team and users; and by participating in design reviews and technical briefings, works to assure that the final application meets the business requirements.
- h) Participates in writing system documentation, Working under little supervision and assist with training other developers.

This position will work in the DCRB’s office. The Contractor will work under the supervision of the Applications Development Manager who coordinates assignments in terms of scope and objectives. The Contractor carries out the assignments, both independently and within a team framework as needed given predefined and established protocols while exhibiting initiative, judgment and resourcefulness.

Keeps Applications Development Manager or her designee(s) informed of completed tasks, progress of assigned tasks and of potentially controversial matters that may require changes in approach. Completed work is reviewed from an overall performance perspective in terms of timeliness, accuracy and effectiveness in meeting requirements and/or expected results. Contractors must provide the resume of the potential candidate for this position detailing conformance with required skills, qualifications, education, and preferred skills (if applicable) outlined in Section D.

C. Deliverables

The following details the deliverables/services to be provided to the District of Columbia Retirement Board in the area of information services.

Deliverable Due Date	Deliverable	Description of Deliverable	DCRB’s Acceptance Criteria
Within ten (10) business days of contract award	Project Scheduled	Based on the Scope of Work identified in the requirements document a Project Schedule must be developed that provides a timeline for completion of the identified requirements, and the description of work to be performed. This time line may be adjusted upon mutual consent of the Board and the Contractor.	The Project Schedule must be comprehensive enough to meet the deliverable schedule and other requirements stated within the requirements document.
Within 30 calendar days of contract award or as determined by DCRB	Application Design	During this phase the Contractor will plan the data architecture flow including wire framing, navigation structure, site collections, content, and supporting application features. Planning for system architecture, installation, configuration, documentation, training and maintenance should be developed in	During this planning phase the Contractor will present the final design to the Board and will for review.

		this phase.	
Within (3-7) business days of authorization or as determined by DCRB	Production Ready Application	The Contractor will submit a fully functioning production ready application that meets all defined requirements. Additionally documentation and training to ensure a smooth adoption of the solutions must be developed	A fully functioning application that is bug free and meet the requirements must be made available to end users along with user and training.
Weekly Status Report and meeting each Thursday of the week	Weekly Status Reports and Meeting	The Contractor shall provide an oral briefing to the Board of Trustees, the Operations Committee and senior staff when requested by DCRB.	The Contractor will be required to meet with the Board and sub-committees at least two times per year. Other meeting request will be at the request of DCRB to the Contractor.

Support Response Times

Critical and High priority incidents require that DCRB IT management is notified within an hour and three hours respectively. Notification and management procedures will include email and conference bridges comprised of the required support personnel to resolve the issues identified.

Priority Level	Ticket Acknowledgement	Target Resolution time	Escalation Threshold	Customer Reporting Frequency	Root Cause Analysis (RCA) required
Critical	Immediate	4 hours	1 hour	Every 1 hour	Yes
High	Within 1 hour	8 hours	4 hour	3 hours	Yes
Medium	Within 8 hours	3 days	1 week	1 day	No
Low	Within 8 hours	1 week	1 week	3 days	No

Contractors will assign the correct priority level to the reported incident i.e., critical, high, medium, or low (defined below):

Critical: Complete failure of production servers, service, software, equipment, network component or business critical system(s) preventing the operation of key business applications or seriously impacting normal business operations. The incident affects either a group or groups of people or a single individual performing a critical business function. No work around is available and the outage has a very high business impact.

High: Partial or substantial IT service, system, or component failure causing impacts to the agency’s ability to operate significant business processes or applications. Business operations are severely disrupted or limited. No work around is available. This constitutes a high business impact.

Medium: Component or single user failure not affecting the agency’s or user’s ability to operate significant business operations. Reasonable work around or manual processes are available.

Low: Incidents that minimally affect the operation of any IT systems throughout the enterprise. Reasonable work around or manual processes are available.

D. Minimum Qualifications and Proposal Requirements

Proposals should 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.

The Contractor must describe your understanding of the services covered by this RFP. Please provide DCRB with information, regarding your approach and methodology to the scope of work.

The Contractor must provide the resume highlighting the experience of the individuals who will be assigned to DCRB's account. The following are the minimum educational and professional requirements of the individuals:

Education & Certification

To be considered, incumbent must have at least 10 years of experience designing, developing, and deploying enterprise-level integrated IT business solutions in the .NET environment including SQL Server Reporting Services (SSRS), SQL Server Analysis Services (SSAS) and SQL Server Integration Services (SSIS).

Knowledge & Experience

- a) Experience building SharePoint web applications using Visual Studio C#, .NET, MS SQL Server 2008/2012, and XML;
- b) SQL Server 2008/2012 development including SQL Server Reporting Services (SSRS), SQL Server Analysis Services (SSAS) and SQL Server Integration Services (SSIS).
- c) Experience developing custom solutions for SharePoint using SharePoint API, Object Model, web parts web services, workflows, search, site collections/structure
- d) Software development experience including Website design and development experience using Microsoft ASP.NET, Visual Studio, SQL Server, Designer 2010, InfoPath, Excel Services, Windows Workflow Foundation, Silverlight, XML, JSON, REST etc.
- e) Must possess an in depth understanding of the capabilities of SharePoint Server 2010/2013 and Project Server 2010/2013.
- f) Professional standards-based web development using HTML, CSS, and JavaScript
- g) Experience configuring and working with Microsoft Internet Information Server (IIS)
- h) Experience creating 3rd party authentication for external partner portals.

Preferred Skills (*not required to meet the minimum qualifications*)

- a) Familiarity working in Federal and/or Board of Columbia government environment
- b) Experience with JAVA and Oracle DB
- c) Knowledge and/or experience in other Microsoft technologies such as Dynamics GP, Dynamics AX and Dynamics CRM

- d) Knowledge and/or experience in other technologies such as Master Data Management, Component Art, FileNet, Kofax and Lightswitch.
- e) Team Foundation Server experience
- f) Experience in inspection techniques/methods/equipment ISO 20000
- g) Knowledge of ITIL/FIPS/NIST.

NOTE: In executing the above duties and responsibilities, the Contractor is not to perform any inherently governmental activities, including the development and implementation of DCRB IT policy and the direction and supervision of DCRB employees and employees of Board Portal providers. When working with DCRB staff and other commercial Contractors, the Contractor's role will that of a coordinator or project liaison.

Proposals that don't meet the minimum qualifications will not be considered for contract award.

E. PROPOSALS

SCHEDULE OF EVENTS

The following is the schedule of events this RFP process. Dates listed below may be amended as appropriate by DCRB and changes will be made available on its web site-www.DCRB.dc.gov.

Activity	Scheduled Date
Release of RFP	March 11, 2016
Deadline for Questions	March 18, 2016
DCRB Response to Contractor's Questions	March 23, 2016
Proposal Due Date	March 31, 2016

F. POINT OF CONTACT

This RFP is issued by DCRB and is subject to the Board's lock-out rule, procurement and conflict of interest rules (Appendix A). Further, from the issue date of this RFP until a successful Contractor is selected, there shall be no communication by Contractors with any DCRB Board or staff members other than the DCRB designee. Failure to comply with this provision of the procurement will result in Proposal rejection and disqualification.

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

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

G. QUESTIONS AND RFP AMENDMENT

All Contractor questions must be submitted in writing via e-mail by 5:00pm Friday March 18, 2016 to Neda Bolourian. All questions must include the name of the firm and the name of the submitter. Responses to all questions received in proper time frames will be made in writing and made available at www.dcrb.dc.gov.

Questions will not be accepted via telephone. No oral communication provided by any DCRB staff will be considered 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.

H. PROPOSAL PREPARATION

I. GENERAL

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

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

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

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

II. SUBMISSION OF PROPOSALS

Contractors must prepare and submit both a technical proposal and a price proposal separately.

Contractors are responsible for submitting the proposal, and any modification, or revisions, so as to reach the DCRB office designated in the solicitation by the time specified in the solicitation.

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

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

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

III. WITHDRAWAL/MODIFICATION(S) OF PROPOSALS

The Contractor or an authorized representative may withdraw proposals by written notice received at any time before award. The withdrawal is effective upon receipt of notice by the Contracting Officer. Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

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

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

IV. METHOD OF PROPOSAL SUBMISSION

The Contractor's proposal must be submitted electronically via email no later than 5:00 PM Eastern Standard Time on March 31, 2016. Contractors must comply with the detailed instructions for the format and content of the proposal (s); if the proposal(s) does not comply with the detailed instructions for the format and content, the proposal(s) may be considered non-responsive and may render the Contractor ineligible for award.

Name:	Neda Bolourian
Title	Contract Specialist
Address:	District of Columbia Retirement Board 900 7 th Street NW; Suite 200 Washington, D.C. 20001
Telephone:	(202) 343-3200 FAX: (202) 566-5000
E-Mail:	DCRB.procurement@dc.gov

V. Proposal Format

To maximize efficiency and minimize the time for proposal evaluation, it is required that the Contractor submit the proposal in accordance with the format and content specified herein. The

electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

1. 8.5 x 11 inch paper · Single-spaced typed lines · No graphics or pictures other than those required · Tables are allowed for the list of key personnel · 1 inch margins · Times New Roman 12-point Font in text · No hyperlinks · Microsoft Word 2003 software or later version · The Contractor shall insert their company's name in the filename; all files named with the file extension .doc · Supporting Pricing Data shall contain spreadsheets in Microsoft Excel 2003 software, with all files named with the file extension xls.
2. Information provided on any other sized paper besides 8.5 x 11 inch paper, will not be evaluated. Instructions regarding use of certain electronic products listed herein should not be construed as DCRB endorsement of specified products.
3. Page Numbering: The Contractor shall use a standard page numbering system to facilitate proposal references. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.
4. Page Limitations: The technical proposal, not including title pages, cover pages, and introductions cannot exceed 6 pages. When both sides of a sheet display printed material, it shall be counted as two pages. Included in the page count are separate pages providing graphics, charts, illustrations and pictures.
5. Cover Page, and Table of Contents: Each proposal will include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number and title, and the Contractor's name. The Table of Contents shall identify, by content, the page number of each section of the proposal. These pages will not be counted toward the page limitation requirement.

VI. Restriction on disclosure and use of data

If the Contractor includes in the proposal data that it does not want disclosed to the public for any purpose, or used by the DCRB except for evaluation purposes, the Contractor shall:

1. Mark the title page with the following legend:
“This proposal includes data that shall not be disclosed outside the DCRB and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Contractor as a result of, or in connection with, the submission of this data, the DCRB shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the DCRB right to use information contained in this data if it is obtained from another source without restriction.”
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”.

VII. PROPOSAL ORGANIZATION

Technical Proposal

The proposal shall be limited to the following:

a. Cover Letter

The proposal must include a cover letter signed by an individual legally authorized to bind the respondent to both its technical and price proposals. The cover letter should contain the solicitation number, name, title, address, email address, and phone number of the person(s) who are authorized to represent the Contractor and to whom DCRB should direct follow-up correspondence.

b. Minimum Qualifications

Contractors shall include the contents contained in Section D. Minimum Qualifications as part of its technical proposal response. The Contractor's technical proposal must meet the minimum qualifications to be considered for contract award.

c. Organizational and Consultant Conflict of Interest (OCCI) Mitigation Plan

Contractors shall identify any and all potential or actual conflicts of interest. This includes actual or potential conflicts of interest. If it is believed that conflicts of interests are either real or perceived, a mitigation plan shall be developed and submitted to the Contracting Officer as part of your proposal submission. The Contractor's plan shall describe how the Contractor addresses potential or actual conflicts of interest and identify how the Contractor will avoid, neutralize, or mitigate present or future conflicts of interest.

If an Contractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the DCRB may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

d. Past Performance:

The documentation shall be organized as follows and shall, at a minimum, provide the following:

The Contractor shall identify three (3) contract efforts conducted within the last three years or work that is ongoing. The contracts identified should demonstrate in-depth knowledge and successful performance of the DCRB activity for which it is submitting the proposal, of similar size and scope and relevance to this solicitation. The identified contracts can be with Federal, District of Columbia, commercial or other customers.

For each contract, the Contractor shall identify the following the 1) Program Manager (PM) and 2) Contracting Officer (CO). The Contractor shall provide the current address, phone number, Fax number, and email address for each customer POC.

DCRB reserves the right to use contract performance data provided in the Contractor's proposal and contract performance data obtained from other sources as part of its evaluation process. Proposals should 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.

The contractor must submit both a technical and a price proposal *separately* to be considered for award. The technical proposal and price proposal must be contained in separate documents.

Price Proposal

The DCRB anticipates awarding a labor hour contract with a not-to-exceed ceiling for all services described in this request. The contractor shall submit pricing for performing all work/services described in this RFP in table format outlining the Contract Line Item (CLIN).

Base Period (Six Months)

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hourly rate	Price
1001	Senior .NET Developer			
	Total			

Option Period 1 (Six Months)

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hourly rate	Price
1001	Senior .NET Developer			
	Total			

Option Period 2 (Six Months)

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hourly rate	Price
1001	Senior .NET Developer			
	Total			

DCRB will base its award on its analysis of both the contractor's technical and price proposals with the technical proposal being given more weight. The contractor shall include option year prices in its submission. A proposal may be determined to be nonresponsive if it does not include option year pricing.

DCRB reserves the right to not make an award.

Price proposals shall be no more than four (4) pages, excluding a cover page. Pages exceeding this limit shall not be considered or evaluated.

Each price proposal shall address the following in support of their proposal in narrative:

- (a) Fee structures for other public agency clients and any reduced fees offered to other municipalities, governmental entities or nonprofit firms.

- (b) Information on how you propose to keep track of, and charge for, any expenses. (Incidental office expenses will not be reimbursed for this work. No fees or expenses will be paid for travel time or mileage). Include in your proposal any assumptions on which your hourly fee is based.
- (c) A certification that the proposed hourly rates do not exceed the lowest hourly rates charged to any entity of the District of Columbia or any Federal, State, or local government entity for performing similar types of work of similar size scope.
- (d) A certification that if, subsequent to award of a contract, hourly rates charged to any District of Columbia, Federal, State, or local government entity for performing similar types of work become lower than the hourly rates specified in the contract, the Contractor shall promptly notify DCRB and substitute the lower hourly rates for all future work.

DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed the President of the United States. Funds for the base period and additional option period(s) are subject to the availability of funds.

I. Evaluation of Proposals

I. Basis for Award

This procurement will be awarded on a Best Value basis. The DCRB will not make an award to a Contractor if the DCRB makes a determination that a Contractor does not have the technical capability of successfully performing the work contained in this RFP.

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

The proposals will be evaluated by the DCRB Source Selection Evaluation Board (SSEB) who will provide their consensus recommendations to the DCRB Contracting Officer who will then make the final best value determination.

DCRB reserves the right to award this effort based on the initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and services standpoint which the Contractor can submit to the DCRB.

DCRB reserves the right to use preferred skills in evaluating contractor proposals.

DCRB may select more than one (1) Contractor for this effort. However, DCRB also reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

II. Technical Evaluation Criteria

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

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

1. Demonstrated successful performance in recently performing similar work in similar circumstances (B. Scope of Services and C. Deliverables)
2. Professional certifications (D. Minimum Qualification/Education and Certification))
3. Professional business competencies including customer service, oral and written communications, problem solving, personal initiative, and reporting and documentation (D. Knowledge and Experience)

III. Technical Evaluation Rating

Technical proposals will be evaluated by use of an adjectival rating system methodology. The evaluation methodologies will allow the SSEB to identify and clearly describe strengths, weaknesses, deficiencies, and risks associated with each proposal. The definitions for each rating are as follows:

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

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. Reservations

DCRB reserves the right to reject any and all offers.

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

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

B. Confidentiality

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

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

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if

possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

The successful Contractor will be required to execute and submit Confidentiality Contracts before service contract award. All person(s) assigned to the project in any capacity will be required to sign statements of confidentiality in order to participate in the project. The Contractor must certify that criminal background checks have been conducted on all person(s) participating in the project.

C. Indemnification

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

D. Sole Property

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

E. Contractual Requirements

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

F. Complete Contract

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

G. Prohibition Against Contingent Fees

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

H. Assignment

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

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

Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must

refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

I. Severability

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

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

J. Notices

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

K. Maintenance of Books and Records

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

L. Termination for Cause or Convenience

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

If DCRB proposes terminating the contract for cause, DCRB shall first give ten (10) days prior written notice to the Contractor stating the reason for termination, and providing the Contractor an

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

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

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

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

M. Warranty

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

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

N. Successor Contract

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

O. Taxes

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

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

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

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

P. Payment and Invoicing

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

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

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

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

- A. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- B. Contract number, invoice number, and purchase order number (if applicable);

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

Q. Dispute Resolution

- A. The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Contract that is not resolved by mutual Contract.
- B. Any legal proceedings involving this contract shall be filed with a District of Columbia court with subject matter jurisdiction, and District of Columbia law shall apply, excluding its choice of law provisions.
- C. Pending a final settlement of or a final decision from a court on an action or appeal of, a dispute or a claim asserted by the Contractor against DCRB, the Contractor shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

R. Inspection of Goods and Services

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

S. Security and Background Checks

Due to the sensitive nature of the information that the Offeror's staff will be supporting, a background check shall be performed on all personnel and employees who are assigned to work on

this contract. A background check will be performed initially and every two years thereafter consistent with DCRB's policies. The Offeror shall not assign anyone to work on this contract and shall immediately remove from work on this contract anyone who has been convicted within the past seven years of fraud or any felony or who is currently under arrest warrant. Any exceptions to this provision must be approved in writing by the Contracting Officer.

The background check must be returned in a favorable status prior to the Offeror commencing work on this contract. The background check shall be performed by the District of Columbia's Metropolitan Police Department located at 300 Indiana Avenue, N.W., Washington, DC 2001 and will be conducted through DCRB's security investigation vendor. The cost of the background must be paid directly by Offeror. DCRB may, at its discretion, seek reimbursement for the cost of the security and background investigation(s) conducted on offeror's personnel that the agency incurs.

In addition to the aforementioned background check requirement(s), each Offeror shall provide a risk mitigation plan, including but not limited to, the processes employed by the Offeror to provide data and personnel security in compliance with Privacy Act of 1974, 5 U.S.C. § 552a, and the Department of the Treasury's system of records notice TREASURY/DO .214 Fed Reg. 46284 (2005). The Offeror shall provide as part of the risk mitigation plan how it will meet the requirements of DCRB's Personally Identifiable Information (PII) Policy included as Appendix C by providing the following:

- A list of the anticipated threats and hazards that the contractor must guard against;
- A description of the safeguards that the contractor must specifically provide; and
- Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

Offeror and all personnel working on this contract must sign a confidentiality statement provided by DCRB as prescribed above in Section B. Confidentiality and be required to undergo DCRB security and privacy trainings upon contract award.

T. Governing Laws

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

U. Freedom of Information Act

Contractor understands and acknowledges that DCRB is subject to the District of Columbia Freedom of Information Act ("Act") and consents to the disclosure of its proposal, this Contract, and any

information, recommendations, or advice received by DCRB from Contractor under this Contract, or such information, recommendations, or advice is subject to disclosure under the Act. DCRB shall use reasonable efforts to give notice of any demand for disclosure to Contractor as soon as reasonably practicable after demand for disclosure is made upon DCRB.

V. Insurance Requirements

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

- a. Commercial General Liability Insurance. The Offeror shall provide evidence satisfactory to the DCRB with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Offerors. The policy coverage shall include the DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by the DCRB, and shall contain a waiver of subrogation. The Offeror shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- b. Workers' Compensation Insurance. The Offeror shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

These are the required minimum insurance requirements established by the District of Columbia.

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

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

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

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

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

District of Columbia Retirement Board
Attn: Procurement Office
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200

DCRB.Procurement@dc.gov

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

W. Force Majeure

Neither party shall be liable to the other for any loss, injury, delay, damages or other casualties

suffered due to strikes, riots, fires, acts or omissions or the failure to cooperate by any third party, force majeure, acts of government, or any cause whether similar or dissimilar to the foregoing, beyond the reasonable control of such party.

X. Modification of Contract

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

Y. Waiver

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

Z. Quality

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

AA. Appropriation of Funds

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

BB. Order of Precedence

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

- (1) An applicable Court Order, if any
- (2) Contract document, including any schedule contract
- (3) Contract attachments
- (4) RFP, including amendments
- (5) BAFOs (in order of most recent to earliest)

(6) Contractor's Proposal

APPENDIX A

Board Lock-Out Rule

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

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

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

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

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

APPENDIX B – Procurement and Conflict of Interest Rules

CHAPTER 2

Ethics

- 2.1 Policy
- 2.2 General Standards of Ethical Conduct
 - 2.2.1 Employees
 - 2.2.2 Non-Employees
- 2.3 Sanctions
 - 2.3.1 Employees
 - 2.3.2 Non-Employees
- 2.4 Conflict of Interest
 - 2.4.1 Employees
- 2.5 Personal Gain
 - 2.5.1 Employees
- 2.6 Restrictions on Employment of Present and Former Employees
 - 2.6.1 Employees
 - 2.6.2 Contractor, Contractor, or Subcontractor

2.1 Policy

Employees involved in the procurement process must conduct business impartially and in a manner above reproach, with preferential treatment for none. Employees must strictly avoid any conflict of interest or the appearance of a conflict of interest in the procurement process.

2.2 General Standards of Ethical Conduct

2.2.1 Employees

Any attempt to realize personal gain through employment with the Board or by conduct inconsistent with proper discharge of the employee's duties is a breach of ethical standards.

2.2.2 Non-Employees

Any attempt to influence any Board employee to breach the standards of ethical conduct set forth in this Chapter or in §§1602- 1604 of the Board's Procurement Regulations is a breach of ethical standards.

2.3 Sanctions

2.3.1 Employees

Disciplinary action may be taken against employees who violate any provision of §§1602- 1604 of the Board's Procurement Regulations or this Chapter. Any employee who violates any provision of §§1602- 1604 of the Board's Procurement regulations or this Chapter will be subject to discipline up to and including termination of the relationship with the Board.

2.3.2 Non-Employees

Any effort made by or on behalf of a non-employee, including an Contractor or contractor, to influence an employee to breach the ethical standards set forth in §§1602- 1604 of the Board's Procurement Regulations or in this Chapter is prohibited and may be referred to appropriate authorities for civil enforcement or criminal prosecution. A violation by a contractor or subcontractor of §§1602- 1604 of the Board's Procurement Regulations or this Chapter constitutes a major breach of each Board contract or subcontract to which the violator is a party. In addition, an Contractor or contractor that violates or whose representative violates any provision of §§1602- 1604 of the Board's Procurement Regulations or this Chapter may be determined to be non-responsible in future solicitations.

2.4 Conflict of Interest

2.4.1 Employees and Trustees

No employee or Trustee shall participate in or attempt to influence any procurement when the employee or Trustee knows or has reason to know:

The employee or Trustee or any relative of the employee or Trustee has a financial interest pertaining to the procurement;

The employee or Trustee or any relative of the employee or Trustee has a financial interest in a business or organization pertaining to the procurement; or

The employee or Trustee or any relative of the employee or Trustee has an agreement or arrangement for prospective employment with a business or organization involved with the procurement.

2.5 Personal Gain

2.5.1 Employees

It is a breach of ethical standards for any employee to receive or attempt to realize personal gain or advantage, either directly or indirectly, as a result of their participation in any action related to any procurement. No employee may solicit or accept, directly or indirectly, on his or her own behalf or on behalf of a relative, any benefit, such as a gift, gratuity, favor, compensation, or offer of employment from any person or entity having or seeking to have a contractual, business, or financial relationship with the Board.

In the event an employee is offered or receives any benefit, the employee shall report the matter to DCRB's ethics officer who shall determine the disposition of the benefit. The failure to report such offer or benefit to the ethics officer is a breach of these ethical standards.

2.6 Restrictions on Employment of Present and Former Employees

2.6.1 Employees

An employee who participates in the selection of a contractor, participates in the approval process of a contract or contract modification, or supervises contract implementation shall not be employed by the contractor in question with respect to the performance of the contract in which the employee participated.

2.6.2 Contractor, Contractor, Subcontractor

An Contractor, contractor, subcontractor shall not:

1. Employ for a period of 24 months after separation a Board employee to work on a Board project on which the employee directly worked. The Executive Director may change this limitation period if it is determined that it is in the Board's best interests after review and recommendation by the General Counsel.
2. At any time after granting employment to any Board employee who participated in the selection of the contractor, participated in the approval of a contract or contract modification with the contractor, or supervised the contract implementation, allow such employee to work under the Board's contract resulting from the selection or approval.
3. Offer to perform work for the Board premised on the hiring of a Board employee to perform part of the work that may reasonably be expected to participate in the selection of that contractor, participate in the approval of a contract or contract modification with that contractor, or supervise contract implementation.
4. Perform work for the Board under the supervision, direction, or review of a Board employee who was formerly employed by the contractor without notifying the contracting officer in writing.
5. Allow the relative of a Board employee or Trustee to work on a contract for which the employee has any direct responsibility or supervision.
6. Permit any person whose employment the Board terminated, except pursuant to a reduction in force by the Board, other than pursuant to a reduction in force, to work on any Board contract or project.
7. Offer or grant a Board employee relative of Board employee, directly or indirectly, any benefit such as a gift, gratuity, favor, compensation, offer of employment, or any other thing having more than nominal monetary value or any other thing of value.

APPENDIX C

DCRB's PII Policy dated August 28, 2013



Information Technology
Excellence through innovation

District of Columbia Retirement Board

Personally Identifiable Information Policy

in compliance with ISO 20000

August 28, 2013
Version 1.0

DCRB IT- Policy		
Title: Personally Identifiable Information Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

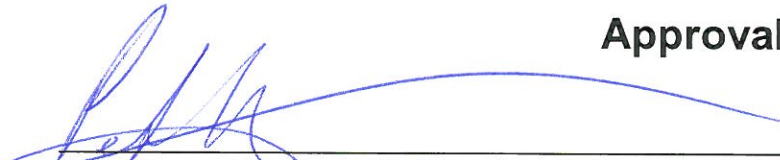
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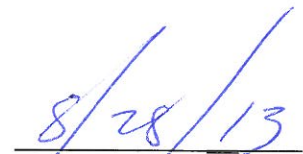
Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Clay Pendarvis	8/14/13
0.2	Knowledge Editing	Tony Phan Ferdinand Frimpong Mark Bojeun	8/16/13
0.3	Review of Knowledge Editing	Tony Phan Mark Bojeun	8/16/13
0.4	Language Edit and Layout Editing	Justin Baker	8/19/13
0.5	Review of Language and Layout Editing	--	--
0.6	Management Editing	Leslie King	8/27/13
0.7	Review of Management Editing	Justin Baker	8/28/13
0.8	Final Editing	Justin Baker	8/28/13
1.0	Delivery	Peter Dewar	8/28/13

Approval



 Peter Dewar, Director of Information Technology, DCRB



 Date

DCRB IT– Policy		
Title: Personally Identifiable Information Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

Personally Identifiable Information Policy

1.0 Purpose

DCRB information technology (IT) recognizes its need to maintain the confidentiality of personal identifiable information (PII) and understands that such information is unique to each individual. This policy addresses PII that is managed and produced from various types of DCRB work activities and applies to DCRB employees, contractors, consultants, and vendors, including PII maintained on the DCRB customer base (District of Columbia teacher, police, and firefighter retirees).

2.0 Scope

The scope of this policy is intended to be comprehensive and includes requirements for the security and protection of PII throughout the agency and its approved vendors both onsite and offsite. All applicable DCRB departments will develop and implement specific processes and procedures for protecting PII when necessary. Such policies will be governed by applicable District of Columbia and Federal laws. These laws govern in the event of any conflict between these laws and DCRB policies.

3.0 Policy

In the DCRB organizational environment, PII is unique, personal data that includes, but is not limited to, the following:

- Social Security Numbers (or their equivalent issued by governmental entities outside the United States)
- Employer Identification Numbers (or their equivalent issued by government entities outside the United States)
- State or foreign driver’s license numbers
- Date(s) of birth
- Government or individually held credit or debit transaction card numbers (including PIN or access numbers) maintained in organizational or approved vendor records

PII may reside in hard copy or in electronic records; both forms of PII fall within the scope of this policy.

3.1 Vendors

Individual(s) or companies that have been approved by DCRB as a recipient of organizational and member PII and from which DCRB has received certification of their data protection practices that conform to this policy. Vendors include all external providers of services to the agency as well as proposed vendors. No PII can be transmitted to any vendor in any method unless the vendor has been pre-certified for the receipt of such information.

3.2 PII Retention

DCRB IT– Policy		
Title: Personally Identifiable Information Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

DCRB understands the importance of minimizing the amount of PII it maintains and will retain PII only as long as necessary. A joint task force comprising members of the DCRB Legal, Finance, IT, Contracts and Human Resources Departments will maintain organizational record retention procedures, which will dictate the length of data retention and data destruction methods for both hard copy and electronic records.

3.3 PII Training

All employees and contractors at DCRB who may have access to PII will be provided with introductory training regarding PII policy, will be provided a copy of this PII policy, and will be provided a copy of PII-related procedures for the department to which they are assigned. Employees in positions with regular ongoing access to PII or those transferred into such positions will be provided with training that reinforces this policy and reinforces the procedures for the maintenance of PII. Employees will receive annual training regarding the security and protection of PII and company proprietary data

3.4 PII Audit(s)

DCRB will conduct audits of PII maintained by DCRB in conjunction with fiscal year closing activities to ensure that this PII policy remains strictly enforced and to ascertain the necessity for the continued retention of specific PII throughout DCRB. Where the need no longer exists, PII will be destroyed in accordance with protocols for destruction of such records and logs will be maintained that record the dates of the specific PII destruction. The audits will be conducted by the DCRB Finance, IT, Procurement, and Human Resources Departments under the auspices of the DCRB Legal Department.

3.5 Data Breaches/Notification

Databases or data sets that include PII may be breached inadvertently or through wrongful intrusion. Upon becoming aware of a data breach, DCRB will notify all affected individuals whose PII may have been compromised, and the notice will be accompanied by a description of action being taken to reconcile any damage as a result of the data breach. Notices will be provided as expeditiously as possible and will be provided no later than the commencement of the payroll period after which the breach was discovered.

3.6 Data Access

DCRB maintains multiple IT systems in which PII resides; thus, user access to such IT resources will be the responsibility of the DCRB IT Department. The DCRB IT Department will create internal controls for such IT resources to establish legitimate access for users of data, and access will be limited to those users approved by IT. Any change in vendor status or the termination of an employee or contractor with access to PII will immediately result in the termination of the user’s access to all systems where the PII resides.

3.7 Data Transmission and Transportation

1. Within DCRB: DCRB will have defined responsibilities for onsite access of data that may include access to PII. DCRB IT Security will have oversight responsibility for all electronic records and data access to those electronic records. DCRB will be responsible for implementing the access and terminating the access of individual users to PII within the organization and providing timely notice to IT.

DCRB IT- Policy		
Title: Personally Identifiable Information Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

2. Agencies and Vendors: DCRB may share data with other agencies and vendors such as the Office of Personnel Management, the U.S. Department of the Treasury, and the DCRB independent actuary who have legitimate business needs for PII data. Where such sharing of data is required, the DCRB IT Department will be responsible for creating and maintaining data encryption and protection standards to safeguard all PII during transmission to those agencies and vendors. An approved vendor list will be maintained by the DCRB Procurement Department, which will be responsible for notifying DCRB IT of any changes to vendor status.

3. Portable Storage Devices: DCRB will reserve the right to restrict the PII it maintains in the workplace. In the course of doing business, PII data may also be downloaded to laptops or other computing storage devices to facilitate agency business. To protect such data, the agency will require that those devices use DCRB IT Department-approved encryption and security protection software while such devices are in use on or off company premises. The DCRB IT Department will be responsible for maintaining data encryption and data protection standards to safeguard PII that resides on these portable storage devices.

4. Off-Site Access to PII: DCRB understands that employees may need to access PII while off site or on business travel, and access to such data shall not be prohibited subject to the provision that the data to be accessed is minimized to the greatest degree possible while still meeting business needs and that such data shall reside only on assigned laptops/approved storage devices that have been secured in advance by the DCRB IT Department with data encryption and data protection standards.

4.0 Policy Enforcement

Failure to follow this policy may result in disciplinary action and/or contract termination.

5.0 Policy Owner

DCRB IT Security is responsible for this policy.

6.0 Policy Review

This policy will be reviewed annually by DCRB IT management. All employees, contractors, consultants, and vendors will review this policy, and will acknowledge in writing that they have read this policy.

Issue Date of Policy: February 2013

Next Management Review Date: February 2014

7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Information Security Policy (February 15, 2013)
- DCRB Employee Handbook (November 2012)

APPENDIX D

DCRB's Information Security Policy 001

Dated August 28, 2013



Information Technology
Excellence through Innovation

District of Columbia Retirement Board

Information Security Policy

in compliance with ISO 20000

August 28, 2013
Version 1.0

DCRB IT– Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

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Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Mark Bojeun Tony Phan	10/18/2012 8/11/13
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0.3	Review of Knowledge Edit	Mark Bojeun	8/15/13
0.4	Language Edit and Layout Edit	Justin Baker	8/16/13
0.5	Review of Language and Layout Edit	--	--
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1.0	Delivery	Justin Baker	8/28/13

Approval



 Peter Dewar, Director of Information Technology, DCRB



 Date

DCRB IT- Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

Information Security Policy

1.0 Purpose

This policy provides guidance on information security for the District of Columbia Retirement Board (DCRB) information technology (IT) network and information on the DCRB network. This policy is in alignment with International Organization of Standardization (ISO) 20000 requirements and any applicable Federal and District of Columbia laws.

2.0 Scope

This policy applies to all DCRB employees (full-time permanent employees, part-time permanent employees who work at least 20 hours per week, and any full- or part-time temporary or term employees), contractors, consultants, and vendors who use, manage, monitor, or maintain DCRB computer resources and devices. Parts of this policy also apply to DCRB trustees.

3.0 Policy

DCRB computer systems, including computer software, computer hardware, telecommunications equipment, and voice/data networks, and the information communicated, transferred, accessed, and/or stored via such systems will be secured and protected against unauthorized access and other forms of misuse. The use of DCRB information resources will be subject to monitoring and disclosure by DCRB at any time with or without notice. DCRB specifically reserves the right to access and disclose electronic communications and computer files when necessary for government investigations into allegations of misconduct, fraud, or other wrongdoing. In addition, computer files and electronic communications may be accessed for technical maintenance purposes to assure system security, compliance with agency policy and applicable legal requirements, and for any other legitimate agency purpose. The policies referenced in this document are designed to comply with applicable laws and regulations, which will govern if there is any conflict between this policy and applicable laws and regulations. These policies are the minimum requirements for providing a secure IT operational environment for DCRB.

3.1 General Information Security

DCRB IT will do the following to ensure general information security:

- Adequately and appropriately protect DCRB information resources against unavailability, unauthorized access, modification, destruction, or disclosure
- Appropriately provision authorized access to DCRB information resources
- Prevent disruption of business processes or service delivery caused by information security inadequacies
- Appropriately, efficiently, and effectively communicate DCRB's information security policies
- Define and assign responsibilities for protecting information technology resources

DCRB IT– Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

3.2 Agency Security

DCRB IT will do the following to ensure agency security:

- Provision an Information Security Incident Response Team with appropriate resources to exercise the DCRB information security incident response plan when appropriate.
- Designate a knowledgeable information security point of contact (POC) in accordance with the information security requirements. This POC (security administrator) will act as the central communications figure regarding information security within the agency.

3.3 Asset Classification and Control

All information resource assets owned by DCRB will be classified to ensure that they receive an appropriate level of protection from unauthorized disclosure, use, modification or destruction. Classified assets shall be protected in a manner consistent with their value, sensitivity, and criticality to the business and operation of DCRB and those it serves or as specified by any governing District of Columbia or Federal law or regulation.

3.4 Authentication

Authentication for remote access will use two-factor authentication as a minimum security control.

3.5 Remote Device Protection

DCRB IT will do the following to ensure remote device protection:

- Prevent remote PCs, laptops, and iPads devices from compromising the agency network by installing security software on all devices
- Installing and implementing firewall software on all devices to prevent them from being compromised by a virus or any kind of “back door” software
- Configure anti-virus software to automatically download and install the latest approved virus signatures

3.6 Personnel Security

Pursuant to the DCRB Employee Handbook, all DCRB employees, contractors, consultants, or vendors will be required to go through a background check process as a condition of employment. Only those who successfully pass the background check or provide other satisfactory documentation as required by DCRB will be allowed on site to perform their job functions.

3.7 Physical Security

DCRB IT will do the following to ensure physical security:

- Restrict physical access to the DCRB information resource assets and infrastructure to individuals who require that access to perform their job function

DCRB IT– Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

- Prevent unauthorized access, damage, or interference to DCRB premises and information by not giving unauthorized individuals access to the DCRB physical IT environment without formal escort
- Prevent loss, damage, or compromise of processing equipment or network components
- House critical, sensitive business information processing facilities in secure areas that are protected by a defined security perimeter with appropriate security barriers and entry controls that protect them from unauthorized access, damage, and interference
- Protect, at a minimum, all other processing facilities with a single security perimeter from unauthorized access, damage and interference
- Locate equipment in secured areas (Equipment located in areas where DCRB is unable to maintain a secure perimeter shall be locked in a secured cabinet with access controlled by DCRB IT Security. Secured cabinets or facilities shall support further segregation within the DCRB IT organization based on role and responsibility.)
- Protect infrastructure and related computing equipment from power failures and other electrical anomalies
- Protect power and telecommunications cables carrying data or supporting information services from unauthorized interception or damage
- Configure all endpoints that provide access to all systems so that a screensaver with password protection engaged or another lock-down mechanism that prevents unauthorized viewing of screen information or unauthorized access to the system will automatically be implemented if the system has been left unattended
- Orient all computing platforms with attached displays away from direct line of sight from unauthorized viewers

3.8 Communication and Operations Management

DCRB IT will do the following to ensure good communication and operations management:

- Document and maintain standard security operating procedures and configurations for the respective operating environments
- Reduce the risk of liability for the unauthorized use of unlicensed software, and minimize the threat of exposure due to software weaknesses and/or configurations
- Prevent the automated propagation of malicious code and contamination of sterile environments attached to the enterprise network
- Sanitize media resources containing sensitive data before transferal or reuse, and destroy the media resources when they are decommissioned
- Protect critical agency information resource assets, including hardware, software, and data from unauthorized use, misuse, or destruction
- Treat operating procedures relating to security as formal documents, and ensure changes are authorized by management
- Control and monitor changes to information processing facilities and systems for security compliance (Formal management responsibilities and procedures using a Change Management system shall exist to ensure satisfactory control of all changes to equipment, software, configurations, or procedures that affect the security of DCRB’s operational environment.)

DCRB IT– Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

- Retain all written documentation generated by the change control policies via the Change Management system as evidence of compliance
- Support segmentation and layered security technologies and configurations based on role, risk, sensitivity, and access control rules in the DCRB operational environment

3.9 Virtual Private Network (VPN) Policy/Remote Access

DCRB uses the District of Columbia Government’s virtual private network (VPN). The District Government’s VPN gateways are established and managed by the Office of the Chief Technology Officer (OCTO). OCTO only allows access to its resources from external connections through an approved VPN with two-factor authentication method. DCRB will do the following to ensure protected VPN remote access:

- DCRB employees, contractors, consultants, and vendors with VPN privileges will ensure that unauthorized users are not allowed access to DCRB internal networks via their VPN.
- DCRB will not allow dual (split) tunneling. Only one network connection will be allowed per user VPN session.
- All computers connected to DCRB internal networks via VPN or any other technology will use the most up-to-date anti-virus software according to administrative standard. This applies to personal computers, laptops, and mobile devices.
- All computers connected to DCRB internal networks via VPN will have the latest operating system security patches applied.
- Any person or group accessing DCRB using the OCTO VPN will recognize and adhere to the responsibility to preserve the security, integrity, availability, and confidentiality of the DCRB information assets. Such information will be accessed and used strictly for conducting DCRB business or as appropriately authorized.
- DCRB will monitor each remote session, and the date, time duration, and user ID for each remote session will be audited. Inactive sessions will be timed out after a predetermined amount of time.

3.10 Personally Identifiable Information (PII)

DCRB IT will protect personally identifiable information (PII). PII within the DCRB environment includes the following:

- Social Security Numbers (or their equivalent issued by governmental entities outside the United States)
- Employer Identification Numbers (or their equivalent issued by government entities outside the United States)
- State or foreign driver’s license numbers
- Date(s) of birth
- A combination of names and addresses that can be used to uniquely identify a person
- Government or individually held credit or debit transaction card numbers (including PIN or access numbers) maintained in organizational records or approved vendor records
- Credit card numbers

DCRB IT- Policy		
Title: IT Information Security Policy	Reference: BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 1.0
Issued By: DCRB IT Security	Approved By: DCRB Director of Information Technology	

4.0 Policy Enforcement

Failure to follow this policy may result in disciplinary action and /or contract termination in accordance with District of Columbia and Federal laws.

5.0 Policy Owner

DCRB IT Security is responsible for this policy.

6.0 Policy Review

This policy will be reviewed and updated annually and as needed by DCRB IT Security. All users will be responsible for reviewing this policy and related updates and will acknowledge in writing that they have read this policy.

Issue Date of Policy: February 2013

Next Management Review Date: February 2014

7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Asset Classification and Control Policy (February 15, 2013)
- DCRB IT VPN Access Control Policy (February 15, 2013)
- DCRB IT Physical Access Control Policy (February 15, 2013)
- DCRB IT Anti-Virus Access Control Policy (February 15, 2013)
- DCRB IT Information Security Incident Management Policy (February 15, 2013)
- DCRB IT Access Control Policy (February 15, 2013)
- DCRB IT Personally Identifiable Information (PII) Policy (February 15, 2013)
- DCRB IT Internet Access and Use Policy (February 15, 2013)
- DCRB IT Data Retention and Destruction Policy (February 15, 2013)
- DCRB Employee Handbook (November 2012)

APPENDIX E

DCRB's Confidentiality Agreement

**CONFIDENTIALITY & SECURITY AGREEMENT GOVERNING THE
PRIVACY OF RECORDS and RECORDS MANAGEMENT
FOR CONTRACTORS OF THE DISTRICT OF COLUMBIA RETIREMENT BOARD**

I, _____, have accepted a contracted position or currently hold a contracted position at the District of Columbia Retirement Board (“DCRB” or “Board”). As a condition of my contract at DCRB, I understand and agree with DCRB’s requirements to maintain the privacy of its records and to ensure that protected information is handled in a confidential manner in accordance with following provisions:

1. I understand that in performing the duties for which I have been retained, I may see and have access to confidential, sensitive and/or private information (hereafter “Confidential Information”). For purposes of this Agreement, Confidential Information” means any fact, matter, document, or file in any form (oral, hard copy, or electronic), disclosed to me or known by me as a consequence of my contract and not generally known outside of DCRB and the District government.
2. I am responsible and accountable for safeguarding the integrity, security, and confidentiality of personnel and retiree records, regardless of form, and must protect such records from unauthorized access, use, modifications, destruction or disclosure.
3. During my contract term and after my contract is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any Confidential Information, in any form, except to the extent such disclosure, discussion or sharing is authorized by the DCRB Contracting Officer Technical Representative or Project Manager [and/or the appropriate data steward].
4. I will not use Confidential Information for my own personal purposes, and I am prohibited from using personnel and retiree information for commercial solicitation, sale, personal gain or interest, or for any other unauthorized purpose.
5. I will not copy or remove from the DCRB records, any materials containing Confidential Information, except to the extent that I am given written permission to do so by the DCRB Contracting Officer Technical Representative or Project Manager. I must be sensitive to individual rights to personal privacy and must not disclose Confidential Information from any personnel or retiree records, unless disclosure is authorized in the performance of my assigned duties, or required by statute, regulation, or procedures.
6. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.
7. I must safeguard automated personnel records and maintain proper computer security at all times by not leaving my terminal unattended while logged onto any DCRB or District government computer system or network, not revealing passwords or logon identification information, and not providing access to the computer systems or networks to unauthorized

individuals.

8. I will not discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any conclusions that I or others draw from Confidential Information, if discussing or sharing those conclusions would reveal any Confidential Information.
9. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from the Contracting Officer Technical Representative or Project Manager. [and/or the appropriate data steward] before engaging in any conduct that could jeopardize the confidentiality of the information.
10. If I become aware that a breach of confidentiality has occurred due to my own or others' acts or omissions, I will immediately notify the DCRB Contracting Officer Technical Representative or Project Manager [the appropriate data steward, and/or the DCRB General Counsel].
11. Upon termination of my assignment or as requested by the Contracting Officer Technical Representative or Project Manager, I will return all materials containing Confidential Information to the DCRB Contracting Officer Technical Representative or Project Manager [or his/her designee.]
12. I understand that if I knowingly make an unauthorized disclosure of information, either directly or indirectly, or access and use information for personal gain or interests, or for any other unauthorized purpose, I will be subject to contract termination and I may also be subject to federal and District of Columbia civil or criminal actions.

By signing and dating this agreement in the spaces below, I certify that I have read and understand this agreement in its entirety, and that I agree to be bound by its terms both during my contract and after I leave my contracted position at DCRB.

Name (print): _____

Signature: _____

Title: _____

Date: _____

DCRB Contracting Officer Technical Representative or Project Manager: I have provided this contractor with copies of DCRB's Policies as well as the appropriate rules and procedures on privacy of records, records management, and security.

Signature of the DCRB Contracting Officer
Technical Representative or Project Manager: _____

Date: _____