




District of Columbia Retirement Board (DCRB)

Request for Proposals for Actuarial Audit Services

Solicitation Number: DCRB-14-034

Release Date: August 15, 2014

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

SOLICITATION, OFFER, AND AWARD				1. Caption Actuarial Audit Services		Page of Pages 1 33	
2. Contract Number RB-14-034		3. Solicitation Number DCRB-14-034		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 8/15/2014	
				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>5:00pm EDT</u> local time <u>18-Sep-14</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 Yolanda Smith		B. Telephone (Area Code) 202 (Number) 343-3200 (Ext)		C. E-mail Address yolanda.smith@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 %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				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	
(Area Code)		(Number)		(Ext)		18. Offer Date	
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	
 District of Columbia Retirement Board							

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 DCRB hired Cavanaugh Macdonald Consulting, an enrolled actuary, in 2010. Cavanaugh Macdonald provides an annual actuarial valuation of the assets and liabilities of the Funds which is current as of October 1, 2013 for fiscal year 2015 valuation. In its continuing efforts to carry-out its fiduciary duties consistent with best practices of maintaining a system of checks and balances, DCRB shall from time to time audit the work of its actuary. The purpose of this peer audit is to confirm the accuracy of the work performed by Cavanaugh Macdonald. The audit will review the most recent actuarial valuations and experience study. The audit will evaluate the adequacy of the recent actuarial valuations and experience study, comment on the reasonableness and adequacy of the methods, assumptions, certifications and conclusions.

B. Scope of Work

The scope of the audit will be to review the annual valuations performed 2008-2013 and the most recent experience study along with additional data for DCRB to express an opinion and assure that the results presented are sound and reasonable. DCRB anticipates awarding a contract on a firm fixed price basis.

The audit should include auditing and commenting on the reasonableness and appropriateness of the valuation methods, assumptions, certifications and conclusions of Cavanaugh Macdonald. The audit must include a determination of whether the actuarial methods, considerations and analyses used by Cavanaugh Macdonald in preparing the most recent actuarial valuation and experience study were technically sound and conform to the appropriate Standards of Practice as promulgated by the Actuarial Standards Board.

This determination must include a review of the demographic and economic actuarial assumptions for consistency, reasonableness and compatibility. *The Offeror shall perform a statistical sample of the data and provide an opinion.*

C. General Requirements

The comprehensive review described above will result in a final written report and opinion containing the findings, recommendations and conclusions of the auditing actuary. Cavanaugh Macdonald will be given the opportunity to prepare a written response, if they so desire. Their response will be included in the final report submitted to DCRB's Board of Trustees. The auditing actuary will be required to present the final written report and opinion to DCRB's Board of Trustees and senior management.

The offeror will work with the named Contracting Officer's Technical Representative (COTR), and a designated team of DCRB staff to meet the agency's requirements. Offeror personnel assigned to work on this contract shall be subject to the security requirements outlined in Article II. General Requirements: Section Q. Security and Background Check.

D. Deliverables

The following details the deliverables/services to be provided to DCRB.

Deliverable	Description	When Required	Quality Requirements
Draft Report	See Section B	One Hundred (100) days after contract award	<ul style="list-style-type: none">- The draft report shall include a review of the demographic and economic actuarial assumptions for consistency, reasonableness and compatibility.- The report shall include a statistical sample of the data used and an opinion on the methodologies used in the valuations.- The report shall consist of a comprehensive review as to whether reports conform to appropriate Standards of Practice as promulgated by the Actuarial Standards Board and is comprehensive.- The report shall be provided to the Chief Operations Officer and Executive Director prior to being presented to the Board in a format agreed upon between DCRB and the Offeror.
Final Report	See Section B	One Hundred and fifty (150) days after contract award	<ul style="list-style-type: none">- The written opinion shall include a review of the demographic and economic actuarial assumptions for consistency, reasonableness and compatibility.- The report shall include a statistical sample of the data used and an opinion on the methodologies used in the valuations.

			<ul style="list-style-type: none"> - The report shall consist of a comprehensive review as to whether reports conform to appropriate Standards of Practice as promulgated by the Actuarial Standards Board and is comprehensive. - The report shall contain any changes recommended by DCRB and/or the Board in a format agreed upon between DCRB and the Offeror.
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E. Schedule of Events

RFP Release Date	August 15, 2014
Deadline for Offeror Questions	August 27, 2014
DCRB Response to Offerors' Questions	September 4, 2014
Proposal Due Date	September 18, 2014

F. Proposal Submission

The proposal including all attachments must be received no later than 5pm EDT, **Monday, September 18, 2014**. Untimely proposals will not be considered.

Proposal shall be delivered to:

Yolanda Smith
Contract Specialist
District of Columbia Retirement Board
900 7th Street, NW, Second Floor
Washington, DC 20001

Under no circumstances shall DCRB be responsible for the expense of preparing a proposal for this RFP.

Proposals shall be self-containing and not refer to a website or other external resources as a source of further information.

This RFP is issued by DCRB and is subject to the Board's lock-out rule (Appendix B), procurement and conflict of interest rules (Appendix C). Further, from the issue date of this RFP until a successful Offeror is selected, there shall be no communication by Offerors 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.

A. Inquiries

Questions concerning this RFP must be sent via email to Yolanda.Smith@dc.gov by 5pm EDT, on Wednesday, August 27, 2014. Responses to questions are due on or by 5pm on Thursday, September 4, 2014. Questions and responses will be shared with all RFP recipients and posted to the DCRB website under “DCRB Procurement Opportunities” <http://dcrb.dc.gov/page/dcrb-procurement-opportunities>.

Any questions received after that time will be answered at the discretion of the DCRB. DCRB may convene a pre-proposal meeting to which all Offerors requesting or sent an RFP shall be invited. DCRB may amend or cancel this RFP at its discretion at any time prior to award of a contract.

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.

G. Proposal Requirements

Proposals must be as succinct as possible while providing an accurate picture of the firm’s ability to meet the needs of DCRB in a thorough, accurate, responsive and price-effective manner. To facilitate the evaluation of proposals, DCRB asks that the Offeror responding to this Request for Proposals (“RFP”) follow the instructions outlined in this section. Failure to respond to the instructions will disqualify the proposal and eliminate the responding Offeror from consideration. Each proposal must contain the following elements:

Transmittal Letter and Minimum Qualifications

Within the transmittal letter, Offerors must certify to the following minimum qualifications.

1. The firm is an actuarial firm that provides actuarial valuations, experience investigations, and pension consulting services to public pension plan sponsors.
2. The principal actuary, who will be responsible for the DCRB audit, is a fellow of the Society of Actuaries and is an enrolled actuary.
3. The firm must agree not to enter into an engagement to provide actuarial and/or pension consulting services with any agency of the District of Columbia government and the United States Treasury Department that involves the use of data and other information received from the DCRB, without the prior written approval of DCRB.

A. Proposal Preparation

Offerors must submit the technical and price proposals separately.

The cover page of the technical proposal shall contain the full legal name of the Offeror, street address, name, title, telephone and fax numbers, email address, and signature of the individual signing the proposal on the Offeror’s behalf attesting that:

1. He/She has actual authority to accept the terms of a resulting contract on behalf of the Offeror;

2. The offer may be accepted by DCRB without discussions; and
3. Offerors are cautioned that taking exception to any of the terms of the contract may result in their proposals being disqualified from further consideration for award.

The letter must be signed by an individual authorized to bind the firm contractually and must state the name, title, address, phone number, fax and internet address of a contact person who is authorized to provide clarification of the proposal should it be necessary.

Proposals may be withdrawn at any time up to award. Unless withdrawn, all offers shall remain in effect for ninety (90) days after receipt by DCRB.

The text of the proposals shall be in 12 point Times New Roman type. Graphics in the technical and/or price proposals shall be included in their respective page limits.

H. Technical Proposals

Technical proposals will not exceed fifteen (15) pages in length, excluding a cover page, an introductory page, an index page, resumés for all personnel identified as available to work on the contract, and the Offeror's certifications. Pages exceeding this limit shall not be considered or evaluated.

Offerors shall provide in their technical proposals:

Understanding of the Project

In this section, describe your understanding of the services covered by this RFP.

Principal Actuary

1. Identify the principal actuary by name and give the year such actuary became a Fellow or Associate of the Society of Actuaries and an enrolled actuary.
2. Detail how long the principal actuary has been involved in pension consulting and identify those mid-sized public retirement systems (with assets between \$1 billion-\$10 billion) in which the actuary has worked as the principal actuary. Also, please state whether such work involved the production of annual actuarial valuations.
3. Please include the resumé of the principal actuary with your proposal.

Other Professional Staff

Identify and describe the qualifications of professional staff that will be available for work as needed. Please provide a resumé of actuarial credentials for each member of the professional staff including the length of time the staff person has worked for a major actuarial firm.

Firm Methodology

Please provide the DCRB with information regarding your approach to the scope of work outlined in Section B. Should you consider your approach to actuarial services to be different in any way, please describe those differences.

Firm History and Operations

Please address the following questions regarding your firm:

1. How many years has the firm been providing actuarial services?
2. Please identify the location of the primary office that will provide services for DCRB.
3. Describe the ownership structure of the firm, including the relationships of each branch office to the headquarters. Identify the individual who has overall responsibility for the firm's operations. Please disclose any conflicts of interest, litigation, federal investigations that may exist in performing services to DCRB.
4. Please describe any material developments in the ownership structure of your organization over the past three years. Describe any planned material changes in your organization in detail.
5. If the client contact person is other than the actuary, please identify who will be the client contact person on the DCRB account.

Audit of Valuation, Experience Investigation, and Consulting Services

List current state pension system clients (preferably in the mid-sized range) for whom you perform actuarial audit services. Submit a past template or sample of a recent audit performed for either an actuarial valuation and/or an experience study.

Organizational and Consultant Conflict of Interest (OCCI) Mitigation Plan

Offerors shall identify any and all potential or actual conflicts of interest. This includes actual or potential conflicts of interest of proposed subcontractors (if applicable). If it is believed that conflicts of interests are either real or perceived, a mitigation plan in addition to the risk mitigation plan outlined in Section O. Security and Background Check shall be developed and submitted to the Contracting Officer as part of your proposal submission. The Offeror's plan shall describe how the Offeror addresses potential or actual conflicts of interest and identify how the Offeror will avoid, neutralize, or mitigate present or future conflicts of interest.

Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

1. Providing systems engineering and technical direction;
2. Preparing specifications or work statements and/or objectives;
3. Providing evaluation services; and
4. Obtaining access to proprietary information.

If Offeror or its agents 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.

References

List three public employee retirement system clients for whom the firm has provided similar actuarial consulting services within the past five years. For each reference listed, include client name, address, and telephone number and name of a contact person. Please star those clients who have worked with the specific actuary, who will be assigned to DCRB.

I. Price Proposals

Proposal pricing for the consulting and actuarial services requested must be made on a fixed-price basis including all travel, lodging, meals and other travel related out-of-pocket expenses. Offerors shall include the estimated number of meetings with DCRB and the presentation to the Board in their price proposals as well as a timeline for completion of work. Total pricing should account for a final written report containing the findings, conclusions, and opinions.

Offerors are to submit a single “fixed price” for completing each of the above services/deliverables. In formulating proposals, Offerors should identify prices as follows:

Contract Line Item Number (CLIN)	Service Description	Total Price
001	Actuarial Audit (See Section C)	

A. Restriction on disclosure and use of data

All proposals become the property of DCRB and may be subject to disclosure under the Freedom of Information Act (see section Z. Freedom of Information Act). Pages of a proposal containing confidential or proprietary information shall contain a header and footer with an appropriate restrictive legend.

If the Offeror 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 Offeror 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 Offeror 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.”

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.” (see section A. Rights Reserved)

J. Evaluation Criteria

DCRB will select personnel to serve on a Source Selection Evaluation Board (SSEB) to evaluate responses to the RFP.

Only proposals that meet the Minimum Qualifications will be evaluated. The evaluation may take place in two phases. Phase One will involve a review of the technical proposals by the SSEB. Phase Two may involve finalist(s) interviews with DCRB staff, one of the Board's committees responsible for contract oversight, and DCRB's Board of Trustees ("Board") who will make the final selection. In both phases of the selection process, technical proposals will be evaluated using the following criteria in the following descending order of importance:

- Fulfilling the requirements set forth in the RFP;
- Experience in providing actuarial services for public pension funds;
- Firm Methodology; and
- Past performance of similar work, including but not limited to, actuarial peer review(s)

One contract will be awarded to the Offeror whose technical and price proposals are most advantageous, and offer the best value, to the participants and beneficiaries of the Police and Fire Fighters' Retirement Fund and the Teachers' Retirement Fund. DCRB will base its award on its analysis of both the Offeror's technical and price proposals with the technical proposal being given more weight. Therefore, contract award shall not necessarily be made to the Offeror submitting the lowest price.

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

If an Offeror does not disclose or misrepresents any relevant facts concerning its conflict of interest, 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.

DCRB may select up to three (3) Offeror finalists. The Offeror that is selected for award after meeting with the Board and/or committee as a finalist shall then be invited to negotiate a final contract with DCRB. DCRB reserves the right to terminate negotiations with any Offeror if final contract terms cannot be reached, and to award the contract to the Offeror(s) with the next highest evaluation percentage.

The Board reserves the right to award a contract based solely on the proposals.

TECHNICAL EVALUATION RATING

Proposals will be evaluated using the following adjectival criteria.

<u>Adjective</u>	<u>Description</u>
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; firm 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.

Definitions for Technical Evaluations

Deficiencies: Defect(s) in the proposal which preclude acceptance. Involves any part of the offeror's proposal which would not satisfy DCRB's minimum requirements established in the solicitation. Includes failure(s) to meet specifications or questionable technical or management approaches. Items disclosed during discussions are evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable – may be corrected by clarifications or discussions and brought into the competitive range.

Weaknesses: Includes ambiguities, lack of complete descriptions, error in interpretation, omission of requested information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to DCRB.

APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under this section shall be applicable to contractors as follows:

- Any contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the proposal price for a proposal submitted by the SBE in response to this Request for Proposals (RFP).
- Any contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the ROB in response to this RFP.
- Any contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the LRB in response to this RFP.

- Any contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LBE in response to this RFP.
- Any contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DZE in response to this RFP.
- Any contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DBE in response to this RFP.
- Any contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the VOB in response to this RFP.
- Any contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LMBE in response to this RFP.

Any offeror seeking to receive preferences on this solicitation must be certified at the time of submission of its quote. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its quote any documentation regarding its certification as a certified business enterprise.

Any offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

<p>Department of Small and Local Business Development ATTN: CBE Certification Program 441 Fourth Street, NW, Suite 970N Washington DC 20001</p>

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. Rights Reserved

This RFP does not obligate DCRB to complete the RFP process. DCRB reserves the right without prejudice to reject any or all proposals submitted.

DCRB reserves the right to award all, part, or none of this contract if deemed appropriate and desirable by DCRB. DCRB also reserves the right to remove one or more of the services from consideration for this contract should the evaluation show that it is in DCRB's best interest to do so. DCRB also may, at its discretion, issue a separate contract for any service or groups of services included in this RFP. DCRB may negotiate additional provisions to the contract awarded under this RFP.

DCRB reserves the right to waive or permit cure of nonmaterial variances in a proposal provided, however, such waiver will be based on the DCRB's best interest. Nonmaterial variances include, but are not limited to, the following: minor informalities that do not affect responsiveness, variances that are merely a matter of form or format, variances that do not change the relative standing of other Offerors, variances that do not prejudice other Offerors, variances that do not change the meaning or scope of the RFP, or variances that do not reflect a material change in the services. Failure to meet the minimum requirements or provide the required information shall not be considered a nonmaterial variation that DCRB can waive or permit cure. In the event DCRB waives or permits cure of nonmaterial variances, such a waiver or cure will not modify the RFP requirements or excuse the bidder from full compliance with RFP specifications or other RFP requirements if the responder is awarded a contract. The determination of whether a particular matter constitutes a material or nonmaterial variation from the RFP is within the sole discretion of DCRB.

DCRB does not intend to entertain limited liability clauses of any type with the successful Offeror.

DCRB reserves the right to amend any segment of the RFP prior to the announcement of selected firms. In case of such amendment, all qualified responders will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

During contract negotiations, if DCRB or its agent is unable to agree to contract terms with the candidate receiving the highest evaluation in this RFP process, DCRB reserves the right to terminate contract negotiations with that candidate. In the event of such an impasse, DCRB may negotiate with the candidate receiving the next highest evaluation.

There is no express or implied obligation for DCRB to reimburse for any expenses incurred in preparing proposals or other actions taken in response to this request. All prices associated with responding to this request are to be borne by the Offeror.

A. Public Nature of Proposal Material

All correspondence with DCRB or the Board of Trustees including responses to this RFP will become the exclusive property of DCRB and will become public records under the District of Columbia Freedom of Information Act (FOIA) D.C. Official Code §2-531 *et seq.*) All documents that you send to DCRB will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party subject to the procedures specified below.

Although the District of Columbia Freedom of Information Act recognizes that certain confidential trade secret information may be protected from disclosure, DCRB may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, DCRB will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

All material submitted in response to the RFP will become property of DCRB. Materials received will be considered public information and will be open to public inspection in accordance with the District of Columbia’s Freedom of Information Act (FOIA).

B. Notification of Intent to Award

All Offerors who respond to this RFP will be notified of the DCRB's decision to award the contract as a result of this RFP.

After considering the proposals and prior to awarding a contract, DCRB reserves the right to negotiate with any or all Offerors a discounted final price.

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 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 Agreement 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 Agreement; 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 Offeror will be required to execute and submit Confidentiality Agreements 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 Offeror must certify that criminal background checks have been conducted on all person(s) participating in the project.

C. Indemnification

Offeror hereby agrees to hold harmless DCRB, 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 Offeror 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) Offeror'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 Offeror shall make no distribution of work specifically produced for DCRB under this Agreement to others without the express written consent of DCRB. The Offeror 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

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

The terms, conditions, and specifications of the RFP, the successful Offeror's response, the completed and executed contract, and all RFP amendments (if any) will comprise the entire agreement between DCRB and the successful Offeror.

F. Complete Contract

This Contract including this solicitation, all amendments, the Offeror's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and the Offeror 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 Offeror which shall also be incorporated into this Contract.

G. Prohibition Against Contingent Fees

Offeror 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) Offeror 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 Offeror 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 DCRB for the falsity or breach, nor shall it constitute a waiver of the DCRB's right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to this Contract.

H. Primary Consultant/Contractor/Offeror

In performing the services under this Contract, Offeror's representative assigned to DCRB as the Primary Offeror and/or Co-Primary Offeror, shall report to on an ongoing basis, and meet with DCRB for the purposes of providing the services under this Contract. Designation of a new Primary or Co-Primary Offeror shall be subject to DCRB's approval, which approval shall not be unreasonably withheld.

I. Assignment

Neither party will, directly or indirectly, assign or transfer any claim arising out of this Contract. Offeror recognizes that this Contract is for specific performance of personal consulting services to be performed solely by Offeror.

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. DCRB's Executive Director is the Chief Contracting Officer for this Contract.

K. Contract Term and Option Period(s)

The term of the contract shall be for six (6) months from date of award.

L. Termination for Cause/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 Offeror stating the reason for termination, and providing the Offeror an opportunity to cure the issues leading to termination. Offeror 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 COTR 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.

Offeror 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 Offeror written notice. In such event:

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

M. Successor Contract

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

N. Rights in Data

N.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

N.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

N.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

N.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

N.5 All data first produced in the performance of this Contract shall be the sole property of the DCRB. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCRB under this Contract, are works made for hire and are the sole property of the DCRB; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the DCRB the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the DCRB all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the DCRB until such time as the DCRB may have released such data to the public.

N.6 The DCRB will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

N.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any DCRB installation to which the computer may be transferred by the DCRB;

N.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

N.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

N.7 The restricted rights set forth in section N.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the DCRB's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the DCRB of liability with respect to such unmarked software.

N.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the DCRB a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the DCRB under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the DCRB under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the DCRB any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

N.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the DCRB's or the Contractor's rights in that subcontractor data or computer software which is required for the DCRB.

N.10 For all computer software furnished to the DCRB with the rights specified in Section I.5.5, the Contractor shall furnish to the DCRB, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the DCRB with the restricted rights specified in Section I.5.6, the DCRB, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the DCRB under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain,

for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

N.11 The Contractor shall indemnify and save and hold harmless the DCRB, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

N.12 Nothing contained in this clause shall imply a license to the DCRB under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the DCRB under any patent.

N.13 Paragraphs N.6, N.7, N.8, N.11 and N.12 above are not applicable to material furnished to the Contractor by the DCRB and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

O. Cancellations

In the event provisions of this RFP are violated by an Offeror, DCRB may give written notice to the Offeror stating the deficiencies. Unless deficiencies are corrected within five (5) business days, DCRB reserves the right to issue an immediate termination notice in writing to the Offeror.

DCRB reserves the right to require personnel changes at any time during the term of the contract. Such a request shall be issued in writing by DCRB and the Offeror shall have five (5) business days to provide a substitute acceptable to DCRB. Failure to do so shall result in DCRB issuing and immediate termination notice in writing to the Offeror.

P. DCRB Responsibilities

DCRB shall provide the successful Offeror with all actuarial reports and contact with the agency's actuary for further work needed to fulfill the requirements of this RFP.

The DCRB will provide, as needed, appropriate access to computer applications and documents to the Offeror's staff in accordance with IT and data security procedures.

Q. Security and Background Checks

Due to the sensitive nature of the information that the Offeror's staff will be supporting, each Offeror shall provide a risk mitigation plan with its technical proposal response, 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.

R. 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 Offeror against DCRB, the Offeror shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

S. Governing Laws

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

T. Freedom of Information Act

Offeror 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 Offeror 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 Offeror as soon as reasonably practicable after demand for disclosure is made upon DCRB.

U. 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 require all of its

subcontractors, if applicable, to carry the same insurance required herein. 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 contractors. 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.

- c. Errors and Omissions 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, error and omissions liability insurance. 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 coverage for five (5) years following final acceptance of the work performed under this contract.

The Contractor shall carry all required insurance until all contract work is accepted by the DCRB, and shall carry the required General Liability; any required Professional Liability insurance 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 and subcontractors, if applicable, 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 price of insurance and bonds. The Offeror shall include all of the prices 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:

Yolanda Smith
Contract Specialist
District of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200

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 Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

V. 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
- (3) Contract attachments
- (4) RFP, including amendments
- (5) BAFOs (in order of most recent to earliest)
- (6) Offeror'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 Offeror shall not intentionally engage in unauthorized contract with Board Members or employees of DCRB until such time as the Offeror is notified an award has been made or the solicitation has been canceled, whichever occurs first.

“Unauthorized contact” means communication between the Offeror and a Board Member or employee of DCRB 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 DCRB to submit written questions at a pre-Offerors conference, attending interviews in connection with this RFP 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 Offeror 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 Offeror, 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 Offeror 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 Offeror 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 Offeror, Contractor, Subcontractor

An Offeror, 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, 2011



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	

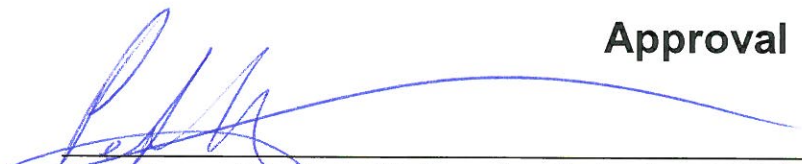
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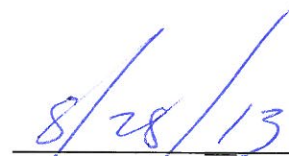
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Revision History

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 8/28/13

DCRB IT– Policy		
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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

Page 3	The quality manager maintains the controlled version of this document electronically on the DCRB IT Intranet. Any conflict between the electronic version and any other media shall be resolved in favor of the electronic version.	Published: 8/28/13
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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)