



District of Columbia Retirement Board
(DCRB)

Request for Proposal for Investment Compliance and Risk
Management Consultant

Solicitation Number: DCRB-16-016

Release Date: March 31, 2016

Eric Stanchfield, Executive Director

900 7th Street, N.W. Second Floor, Washington, DC 20001



SOLICITATION, OFFER, AND AWARD		1. Caption Investment Compliance and Risk Management Consulting Services		Page of Pages 1 53	
2. Contract Number RB-16-016		3. Solicitation Number DCRB-16-016		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 3/31/2016		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	
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 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or emailed to the following address

Neda.Bolourian@dc.gov until 5pm local time 14-Apr-16
(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 Neda Bolourian		B. Telephone			C. E-mail Address <u>Neda.Bolourian@dc.gov</u>
	(Area Code)	(Number)	(Ext)			
	202	343-3200				

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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
(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
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SECTION A: OVERVIEW

The District of Columbia Retirement Board (“DCRB”) is seeking a Consultant to advise on the development and implementation of industry best practices and methodologies for compliance monitoring and recommend risk mitigation initiatives in investment and financial operations.

The primary purpose of this position is to ensure that the Board’s desired culture, specifically through reinforcing risk management values, performing reviews that verify adherence to DCRB’s policies of risk management and compliance in the investment area, are supported and maintained in accordance with regulatory requirement and industry standards. Additionally, the Contractor is to ensure that Board policies, processes and procedures comply with regulatory and industry requirements and supporting operating guidelines are established, executed and reviewed periodically at the request of DCRB.

The Consultant shall oversee risk and control functions, as well as interact with corporate groups to ensure that investment operations maintain compliant policies and procedures regarding analytics, data, and systems to achieve risk excellence. The Consultant is expected to be familiar with the Investment Advisers Act of 1940, ERISA and FINRA rules, ideally within a large multi-asset class investment setting.

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

B.2 DCRB contemplates award of a labor hour contract.

B.2 Price Schedule

B.2.1 Base Period (One Year)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Investment Compliance and Risk Management Consulting	\$_____ per Hour	1	\$_____
Grand Total for B.3.1				\$_____

B.2.2 Option Period One (One Year)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Investment Compliance and Risk Management Consulting	\$_____ per Hour	1	\$_____
Grand Total for B.3.2				\$_____

I _____ certify that the proposed hourly rates do not exceed the lowest hourly rates that I charge to any entity of the District of Columbia or any Federal, State, or local government entity for performing similar types of work and that if, subsequent to award of a contract, my 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 Consultant shall promptly notify the Board and substitute the lower hourly rates for all future work. Additionally, I certify that I am authorized to bind my company to the rates provided.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCRB has a need for an Investment Compliance Consultant (Consultant) to serve as a subject matter expert in asset classes, alternatives and operational compliance as well as risk areas related to investment portfolio management. This position will collaborate with various DCRB staff, stakeholders, and contractors to recommend the best solution congruent with industry and market best practices to support Board policies to solve DCRB’s business needs.

The Consultant will develop, implement and monitor investment management compliance and risk management programs and policies designed, among other things, to ensure compliance with DCRB investment policies and monitor investment guidelines.

Reporting directly to the Chief Investment Officer (CIO), the Consultant shall support DCRB’s Investment team in its full range of investment responsibilities with the objective of optimizing the risk/return of the total portfolio as follows:

- 1) oversight of investment compliance;
- 2) monitor existing investments across asset classes;
- 3) perform due diligence on prospective investment managers; and
- 4) review asset allocation models and portfolio risk.

The Consultant will carry out the assignment(s), both independently and within the framework of a team, given predefined and established protocols while exhibiting initiative, judgment and resourcefulness. The Consultant will keep the CIO informed of progress 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. A resume detailing conformance with required skills, qualifications, education and preferred skills (if applicable) is required with the Consultant's submission to DCRB.

C.2 REQUIREMENTS

C.2.1 In addition to those responsibilities listed above, the Consultant may perform the following duties:

Investment Management:

- 1) As a subject matter expert in Alternatives and other asset classes (where needed), support the investment team in performing investment and operational due diligence on new investment managers for recommendations.
- 2) As directed by the CIO and in support of the General Counsel's office, collaborate on the negotiation and execution of various transaction-related legal documents such as investment manager agreements, limited partnership agreements, side-letters, subscription agreements, and amendments.
- 3)
- 4) Continue to build and maintain a strong network of industry contacts in supporting the investment team on the identification of best-in class investment opportunities.
- 5) Attend due diligence and annual investor meetings as needed to prudently monitor the portfolio(s).
- 6) .
- 7) Assess costs and develop a plan to better manage costs, including conducting a review of DCRB's basis point cost in accordance with effective measures used by other public pension funds and recommend best practices for fee reporting in the private equity and real estate industries.

Investment Compliance:

- 1) Define and execute global portfolio compliance standards consistent with industry best practices.

- 2) Manage compliance reviews of investment policy statement and related governing documents for the plan.
- 3) Collaborate with investment team members to evaluate and review investment manager compliance.
- 4) Analyze compliance breaches, identify root causes, and make recommendations on resolving potential issues.
- 5) Effectively liaise with the investment staff and other departments on the facilitation of external investment compliance reviews, as requested.
- 6) Assist in the development and monitoring of performance metrics that assess investment compliance and implement any necessary improvements.
- 7)
- 8) Support the CIO, Executive Director, and Investment Committee in its oversight capacity with regard to compliance with investment policies and risk assessment, as well as propose an effective control environment;

Investment Performance/Risk Management:

- 1) Ensure that best practices in benchmarking; peer group/composite analysis and other assessment tools are implemented and utilized to facilitate improvement in investment results.
- 2) Support the investment team in measuring and evaluating various risk factors of the multi-asset class portfolios as part of portfolio monitoring and rebalancing efforts.
- 3) Actively monitor risk posture of portfolios and investment policy compliance.
- 4) At the direction of the CIO, lead the effort to determine the need for a risk management system to evaluate and monitor investment risk across the entire portfolio.

C.2.2 QUALIFICATIONS AND EDUCATION REQUIREMENTS

Minimum of ten (10) years direct experience at a pension fund and/or investment related regulated entity with progressive responsibility in managing an investment program within specified risk/return guidelines that demonstrates ability to perform duties. Bachelor's degree in the field of Finance, Economics or related field of study is required. MBA is preferred and professional certifications, such as the CFA or CPA are desirable.

C.2.2.1 REQUIRED SKILLS:

- a) Strong analytical and problem solving skills;
- b) Strong working knowledge of investment compliance related to managing a pension fund;
- c) Ability to communicate effectively, both orally and in writing, with all levels of internal management as well as external stakeholders;

- d) Demonstrated organizational skills and ability to manage multiple projects with various internal constituents;
- e) Ability to make, validate and act on decisions using sound and reasonable judgment within the framework of established regulatory guidance, policies and procedures;
- f) Ability to work collaboratively as part of a team as well as independently on projects;
- g) Demonstration of a commitment to professional integrity and knowledge of prudent investment policies and principles;
- h) Proficiency with the use of investment related databases across asset classes and working knowledge of the Microsoft Office Suite of Products. Strong organizational skills with the ability to set, organize and meet priorities;
- i) Experience identifying compliance issues and operational risk concepts;
- j) Familiarity with SEC rules and regulations applicable to investment advisers;
- k) Excellent verbal and written communication skills with particular attention to detail;
- l) Ability to work independently as well as with others in a small team, energetic environment;
- m) Experience working with corporate documentation; and
- n) Ability to work effectively with all levels of management within the company to promptly resolve issues or recommend improvements in a positive manner.

C.2.2.2 PREFERRED SKILLS:

- a) Familiarity with pension fund investments.
- b) Experience working for the Government.
- c) Legislation and industry standards relating to funds management.

C.3 Work Conditions

The Consultant will be subject to the following work conditions:

- a) Normal office environment.
- b) Primarily working at a desk with a computer terminal and keyboard, meetings with internal and external stakeholders and quality review of products/services received on behalf of DCRB.
- c) Must work with contractors and DCRB staff in order to meet objectives and perform services described herein.
- d) The telephone is used as the primary means of communicating on behalf of DCRB in order to conduct DCRB business.

- e) At the approval of the CIO, the Consultant will conduct Due Diligence visits as part of the selection and monitoring of investment managers.
- f) The Consultant, on official business, is expected to apply the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Eligible travel expenses submitted for payment or reimbursement from the DCRB Retirement Trusts are limited to those that are essential to transacting official business.

C.4 Periodic Reporting, Meeting and Review

The Consultant shall agree to communicate regularly and report on activities in order to achieve the highest level of support, with at least (1) one regularly scheduled meeting per month. All status reports are required in the latest DCRB compatible version of Microsoft Office provided in hard and/or soft copy.

SECTION D: PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be for a period of (1) one base year with one (1) one-year option periods from date of award specified on the cover page of this contract.

D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

D.2.1 DCRB may extend the term of this contract for a period of one (1) one-year option period, or successive fractions thereof, by written notice to the Consultant before the expiration of the contract; provided that DCRB will give the Consultant preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Consultant may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Chief Contracting Officer (CCO) prior to expiration of the contract.

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

D.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

D.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

D.3 Deliverables

The Consultant is required to provide written performance reports, analysis, recommendations, and meeting notes. The Consultant must also provide reports identifying any problems that have arisen but have not been completely resolved while providing a detailed explanation.

All information and data related to work herein that the Consultant gathers or obtains shall be both protected from unauthorized release and considered the property of DCRB. DCRB shall have unlimited rights to and ownership of all deliverables provided under this contract, including reports, recommendations, briefings, work plans and all other deliverables. This includes the deliverables provided under the basic and any optional task deliverables exercised by the contracting officer. In addition, it includes any additional deliverables required by contract change.

The CIO, who also serves as the Contracting Officer's Representative (COR) of this contract, will be the sole authorized official to release verbally or in writing, any data, draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the CIO.

All status reports are required in the latest DCRB compatible version of Microsoft Office provided in hard and/or soft copy.

SECTION E: CONTRACT ADMINISTRATION

E.1 INVOICE PAYMENT

E.1.1 DCRB will make payments to the Consultant, 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.

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

E.2 INVOICE SUBMITTAL

E.2.1 The Consultant shall submit proper invoices on a monthly basis or as otherwise specified in Section P. Payment and Invoicing of the terms and conditions. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Officer's Representative (COR) specified in Section E.5 below.

E.3 CHIEF CONTRACTING OFFICER (CCO)

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

Eric O. Stanchfield
Executive Director and Chief Contracting Officer
DCRB of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200

E.4 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- E.4.1** The CCO is the only person authorized to approve changes in any of the requirements of this contract.
- E.4.2** The Consultant shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CCO.
- E.4.3** In the event the Consultant effects any change at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

E.5 CONTRACT OFFICER'S REPRESENTATIVE (COR)

- E.5.1** The COR is responsible for general administration of the contract and advising the CCO as to the Consultant's compliance or noncompliance with the contract. The COR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - E.5.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the contract;
 - E.5.1.2** Coordinating site entry for Consultant personnel, if applicable;
 - E.5.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Consultant's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - E.5.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the DCRB's payment provisions; and

E.5.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

E.5.2 The address and telephone number of the COR are:

Sheila Morgan-Johnson
Chief Information Officer
DCRB of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200

E.5.3 The COR shall NOT have the authority to:

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

E.5.4 The Consultant will be fully responsible for any changes not authorized in advance, in writing, by the CCO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to DCRB, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION F: SPECIAL REQUIREMENTS

F.1 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the DCRB to make available for inspection and copying any record produced or collected pursuant to a DCRB contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Consultant receives a request for such information, the Consultant shall immediately send the request to the COR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Consultant pursuant to the contract, the COR will forward a copy to the Consultant. In either event, the Consultant is required by law to provide all responsive records to the COR within the timeframe designated by the COR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The DCRB will

reimburse the Consultant for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

F.2 DCRB RESPONSIBILITIES

DCRB will provide the Consultant with appropriate work/office space, desktop computers, telephone, access to necessary software and all other necessary equipment.

The Consultant regular hours of business are from 8:30 a.m. to 5:00p.m., Monday through Friday, except Federal holidays. DCRB will provide appropriate access to applications and systems to the Consultant working on the applications and systems in accordance with IT security procedures.

F.3 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. The requirements of the security and background investigation are included in Section S. Security and Background Checks of the terms and conditions.

F.4 INSURANCE

The Consultant shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified in Section V. Insurance Requirements of the terms and conditions.

SECTION G: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

G.1 METHOD OF AWARD

G.1.1 DCRB reserves the right to accept/reject any/all proposals resulting from this solicitation. The CCO may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of DCRB. Based on resumes provided, DCRB reserves the right to interview prospective candidates to determine if the potential candidate possesses requirements in accordance with section C of the solicitation. In addition, DCRB reserves the right to test candidate's knowledge, skills and abilities in accordance with the requirements in section C of the solicitation.

G.1.2 DCRB intends to award a single sole source contract resulting from this solicitation.

G.2 PREPARATION AND SUBMISSION OF PROPOSALS

G.2.1 Proposals shall be submitted electronically to dcrb.procurement@dc.gov. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted.

G.2.2 All electronic attachments shall be submitted as a .pdf file. DCRB will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered. **Please note that each attachment is limited to a maximum size of 25 MB.**

G.2.2 DCRB may reject as non-responsive any proposal that fails to conform in any material respect to this RFP.

G.2.3 DCRB may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offeror shall make no changes to the requirements set forth in the solicitation.

G.2.4 The offeror must make proposals on all CLINs to be considered for this award. Failure to make a proposal on all CLINs will render the proposal non-responsive and potentially disqualify a proposal.

G.2.5 The offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

G.3 FAMILIARIZATION WITH CONDITIONS

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

G.4 PROPOSAL SUBMISSION DATE AND TIME

Proposals must be received no later than the closing date and time listed below. Late proposals, modifications to proposals or requests for withdrawals after the closing date and time will not be allowed.

G.4.1 Schedule of Events

The following is the schedule of events for this RFP process. Dates listed below may be amended as appropriate by DCRB.

Activity	Scheduled Date
Release of RFP	Thursday, March 31, 2016
Deadline for Written Questions	Wednesday, April 6, 2016
Response to Written Questions	Friday, April 8, 2016
Proposal Due	Thursday, April 14, 2016

G.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An offeror may modify or withdraw its' proposal at any time before the closing date and time for receipt of proposals.

G.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

G.6.1 Late Submissions

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

G.6.2 Late Modifications

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

G.7 ERRORS IN PROPOSALS

Offerors are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

G.8 QUESTIONS ABOUT THE SOLICITATION

All Offeror questions must be submitted in writing via e-mail to Neda Bolourian. The prospective offeror should submit questions no later than **12:00 pm (EST) on April 6, 2016**. DCRB may not consider any questions received after the aforementioned time and date. An amendment to the solicitation will be issued if DCRB decides that the information is necessary in submitting Proposals, or if the lack of said information would be prejudicial to any prospective offeror. Oral explanations or instructions given by DCRB officials before the award of the contract will not be binding.

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

Neda Bolourian, Contract Administrator	
Address:	District of Columbia Retirement Board 900 7 th Street NW; Suite 200 Washington, D.C. 20001
Telephone:	(202) 343-3232; Fax: (202) 566-5000
E-Mail:	Neda.Bolourian@dc.gov

G.9 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation. DCRB must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its proposal.

G.10 PROPOSALS WITH OPTION PERIODS

The offeror shall include option year prices in its proposal. A proposal may be determined to be nonresponsive if it does not include option year pricing.

G.11 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

G.11.1 Name, address, telephone number and federal tax identification number of offeror;

G.12 GENERAL STANDARDS OF RESPONSIBILITY

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

G.12.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules.
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging DCRB;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

G.12.2 If the prospective contractor fails to supply the information requested, the CCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CCO shall determine the prospective contractor to be non-responsible.

SECTION H: EVALUATION FACTORS

H.1 Evaluation Criteria and Rating

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. Credentials, experience and reputation of consultant's work in accordance with Section C of the RFP
2. Experience with institutions of similar size and scale
3. Background and quality of investment research and methodology
4. Quality of existing relationships and references
5. Competitiveness of fees

Technical proposals will be evaluated by use of an adjectival rating system methodology.

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.

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:

Adjective	Description
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror 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.

In conformance with the requirements of this RFP, DCRB will evaluate option years as well as the base year. Evaluation of options shall not obligate the DCRB to exercise them.

H.2. Basis for Award

H.2.1 Best Value

- (a) Award will be made to the offeror:
 - (1) Whose offer is judged to be an integrated assessment of the evaluation criteria to be the most advantageous to the Board based on technical merit and price; and
 - (2) That the DCRB deem responsible in accordance with its Procurement Manual
- (b) Best Value Determination
 - (1) The technical merit of the offer is significantly more important than the price, and price must be fair and reasonable.
 - (2) The DCRB may select other than the lowest price offeror if it is determined by value analysis, or technical/cost tradeoffs, that the Proposals become more technically equivalent, then price becomes more important
- (c) Offerors are advised that award may be made without discussion or any contact with the offerors concerning the offers received. Therefore, offers should be submitted initially on the most favorable terms that the offer can submit.
- (d) Price evaluation will be based on the sum of the total estimated prices of the base contract and any options.
- (e) Affordability. The price quotes will be assessed for affordability. DCRB will not make an award for any quote which proposes prices that would render the procurement infeasible. Failure to sign the certification in Section B of this solicitation will disqualify the offer submitted in response to this solicitation.

H.3. Preferences for Certified Business Enterprises (CBE)

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating Proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

H.3.1. Application of Preferences

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

- H.3.1.1** Any prime 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 price for a quote submitted by the SBE in response to this Request for Proposals (RFP).
- H.3.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the quote price for a quote submitted by the ROB in response to this RFP.
- H.3.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the quote price for a quote submitted by the LRB in response to this RFP.
- H.3.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the quote price for a quote submitted by the LBE in response to this RFP.
- H.3.1.5** Any prime 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 quote price for a quote submitted by the DZE in response to this RFP.
- H.3.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the quote price for a quote submitted by the DBE in response to this RFP.
- H.3.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the quote price for a quote submitted by the VOB in response to this RFP.

H.3.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the quote price for a quote submitted by the LMBE in response to this RFP.

H.3.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a CBE is entitled under the Act is twelve percent (12%) for Proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

H.3.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

H.3.4 Verification of Offeror's Certification as a Certified Business Enterprise

H.3.4.1 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.

H.3.4.2 Any offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

H.3.4.3 All offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

SECTION I: 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, quotes, 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 Consultant must certify that criminal background checks have been conducted on all person(s) participating in the project.

C. Indemnification

Consultant 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 Consultant 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) Consultant'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 Consultant shall make no distribution of work specifically produced for DCRB under this Contract to others without the express written consent of the agency. The Consultant 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 Consultant's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and the Consultant 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 Consultant.

G. Prohibition Against Contingent Fees

Consultant 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) Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant stating the reason for termination, and providing the Consultant an opportunity to cure the issues leading to termination. Consultant 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.

Consultant 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 Consultant written notice. In such event:

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

M. Warranty

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

The Consultant 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 Consultant.

N. Successor Contract

In the event DCRB awards a successor Contract to another entity covering the same matters as those assigned to Consultant under this Contract, then Consultant 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 Consultant, 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 Consultant on or before the 30th day after receiving a proper invoice from the Consultant.

The Consultant 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 Consultant shall submit the following information on the invoice:

- A. Consultant'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 Consultant against DCRB, the Consultant 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 Consultant 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 Consultant 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 Consultant must guard against;
- A description of the safeguards that the Consultant 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

Consultant 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 Consultant 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 Consultant 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 Consultant and the DCRB Contracting Officer. Administrative aspects of the Contract can be modified unilaterally by DCRB and is enforceable upon submission to the Consultant.

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

Consultant'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.

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 contact 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 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



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	

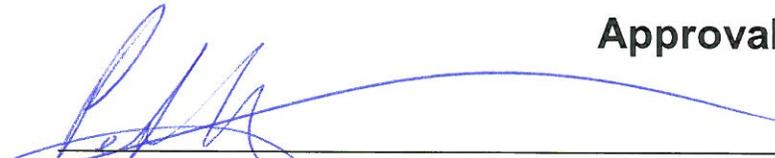
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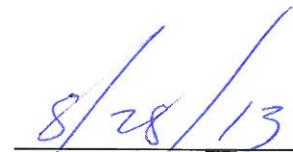
Revision History

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

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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.

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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



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
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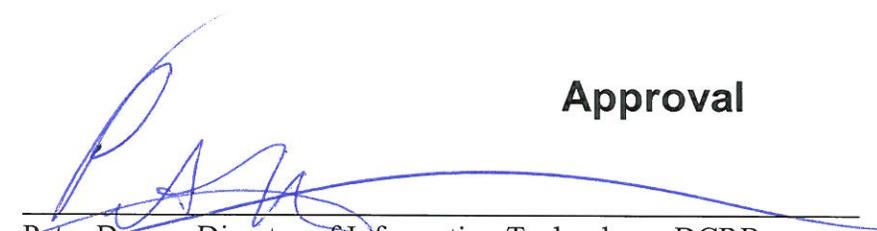
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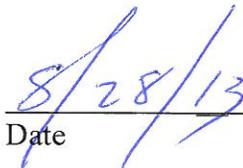
Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Mark Bojeun Tony Phan	10/18/2012 8/11/13
0.2	Knowledge Edit	Clay Pendarvis Ferdinand Frimpong Mark Bojeun	8/15/13
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	--	--
0.6	Management Review	Peter Dewar Leslie King	8/21/13 8/27/13
0.7	Final Editing	Justin Baker	8/28/13
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		
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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

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- 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.)

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- 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		
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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: _____