



# **District of Columbia Retirement Board (DCRB)**

**Professional Services to Implement the Altiris  
Information Technology Management Suite (ITMS)  
Application Suite Upgrade  
Solicitation Number: DCRB-15-036**

**Release Date: July 17, 2015**

**Eric Stanchfield, Executive Director**  
900 7<sup>th</sup> Street, N.W. Second Floor, Washington, DC 20001

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Altiris Information Technology Management Suite		Page of Pages 1   53	
2. Contract Number  RB-15-036	3. Solicitation Number  DCRB-15-036	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  7/17/2015	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside (CBE Market) <input type="checkbox"/> Open with Sub-Contracting Set Aside <input type="checkbox"/> Other than Full and Open Competition <input type="checkbox"/> Limited Competition
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, if hand carried to the bid counter located at Above Address or if electronically, send to place specified in Item 10. C until 5:00 local time 7-Aug-15 (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 <a href="mailto:dcrb.procurement@dc.gov">dcrb.procurement@dc.gov</a>
	(Area Code) 202	(Number) 343-3200	(Ext)		

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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

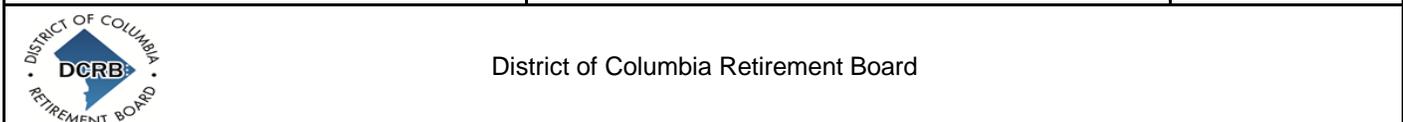
15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code) (Number) (Ext)	<input type="checkbox"/>		

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Eric Stanchfield, Executive Director	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



## **ARTICLE I. DCRB OBJECTIVES AND REQUIREMENTS**

### **A. Overview**

The District of Columbia Retirement Board (DCRB) is an independent District of Columbia government agency pursuant to the District of Columbia Retirement Reform Act, as amended (Reform Act). In accordance with the Reform Act and the Police Officers, Fire Fighters and Teachers Retirement Benefit Replacement Plan Act (Replacement Plan Act), DCRB is responsible for managing the investments of the Retirement Funds. DCRB also manages retirement and post-employment benefit programs for participants and beneficiaries of those Funds.

### **B. Background**

Recent efforts of DCRB includes developing, deploying and implementing information technology (IT) solutions to support the impending strategic IT initiatives leading up to a pension information management system. In expanding the agency's IT system(s) bandwidth, DCRB requires the services of a contractor to streamline and improve the systems' availability in order to reduce response time(s) to incident. DCRB requires the services of a certified Symantec reseller to enhance its existing Altiris system in these areas to support DCRB's systems infrastructure initiatives.

### **C. Scope of Work**

DCRB is implementing an infrastructure expansion and upgrade project inclusive of strategically aligning existing technologies and assessing their functionalities to support the agency's rapidly growing IT footprint. Consistent with Information Technology Infrastructure Library ("ITIL") and National Institute of Standards and Technology ("NIST") best practices the offeror shall design, test, and implement changes to the Altiris management suite, and conduct knowledge transfer sessions with IT technical support staff.

#### *Altiris System Upgrade*

The offeror shall implement the latest revision(s) of the Altiris software. The offeror shall ensure that this upgrade does not result in loss of Altiris functionality, configuration and operational data. The upgrade to the software and systems shall leverage all the new features and key enhancements of the new Altiris product release.

#### *Asset Management, Inventory and Contract Management*

The offeror shall provide a customized interface to manage DCRB assets with but not be limited to the following features:

- i. Track all DCRB IT infrastructure assets in a central repository for accountability and cost control.
- ii. Manage DCRB software licenses to ensure compliance with software licensing and optimize purchasing decisions.
- iii. Automatically discover electronic and communication devices and provide an integrated interface to facilitate system inventory.
- iv. Provide a graphical view of the relationships between hardware, software, contracts, users, and organizational units.
- v. Deploy and configure contract management solution to manage all corporate contracts.
- vi. Tracks all leases, contracts, service level agreement, software licenses from one single location.

#### *Patch Management*

The offeror shall provide a customized interface to patch DCRB systems. The functionality shall include but not be limited to the following features:

- i. Assess DCRB's Patch Management Solution configuration and review differences with the latest version of Altiris.
- ii. Develop a comprehensive patch management process across heterogeneous platforms - Windows, Linux, UNIX and virtual environments.
- iii. Integrate physical and virtual machine patch management.
- iv. Integrate status monitoring of patch management.

#### *Service Desk*

The offeror shall integrate Altiris management areas into a common interface tailored to meet DCRB operational objectives and processes. The offeror shall provide but not be limited to the following features:

- i. Customize Altiris tools to align with DCRB processes and organizational needs
- ii. Provide self-service capabilities to speed service delivery (e.g. password recovery)
- iii. Customize Altiris interface to allow ITIL incident classification
- iv. Customize Altiris interface to allow ITIL changes types – standard, normal, emergency
- v. Customize Altiris interface to allow task management
- vi. “Standard Change” implementation shall be automated and shall not require additional approval.
- vii. The system shall be configured to request the survey automatically at the time the ticket is closed.

### *Monitoring & Alerting*

The offeror shall configure Altiris to monitor DCRB devices cross heterogeneous platforms - Windows, Linux, UNIX, and virtual environments. The offeror shall develop and implement a monitoring and alert system capable of the following functions to include but not be limited to:

- i. Identify multiple device mapping based on availability of all agency devices through ICMP and SNMP queries
- ii. Application availability for a given site (e.g., web service)
- iii. System and application threshold violations alert and automatic clearing
- iv. Security violation events and alerts
- v. Monitoring and alerting to display events and alerts, acknowledge them, and clear them, disable them
- vi. Alert threshold optimization

### *Reporting*

The offeror shall implement for DCRB a consolidated and integrated dashboard system. This dashboard system shall provide statistical information for each application area, and shall include but not be limited to:

- i. Dashboard for event statistics
- ii. Dashboard for asset and inventory management
- iii. Dashboard for mobile management
- iv. Dashboard for virtual environment
- v. Dashboard for system events (e.g., cpu, memory, disk)
- vi. Dashboard for configuration change
- vii. Dashboard for software deployment
- viii. Dashboard for Symantec end-point protection

### *Enterprise Software Deployment*

The offeror shall configure the Altiris to support the following functionality:

- i. Perform mass-deployment of hardware-independent images of a reference system to new and existing systems using Symantec Ghost technology
- ii. Migrate to the latest Windows version- move user data, personality settings, OS and application settings to the new operating system
- iii. Configure each system based on standardized criteria, such as job function, user type, or location

- iv. Support deployment of heterogeneous client and server operating systems, including Windows, Linux, and Mac OS X
- v. Support heterogeneous OS deployment, including Windows and Linux, on client and server machines
- vi. Create jobs and tasks that automate deployment and migration functions including imaging, scripted OS installations, configurations, and software deployments
- vii. Support WinPE and Linux pre-boot environments

#### *DCRB Test Altiris ITSM suite*

The Offeror shall implement a separate Altiris ITSM suite for DCRB test environment. The test Altiris system should mirror the functionality of the production Altiris system and it will be used to test engineering enhancements and upgrades, and operational changes before they are implemented on the production system.

The Offeror should analyze DCRB's environment and make recommendations on minimum license requirements to support the test Altiris system.

#### *Enhancement and Upgrade Services*

The Offeror shall provide the process used in the analysis, architecture, development, and configuration of enhancements that are configurable items in the Altiris ITSM suite as well as custom or third-party products. Configuration, custom development, security, governance, training, and maintenance shall be developed as part of the agreed upon enhancements. Routinely, the Offeror will analyze DCRB's environment and make recommendations performance and feature improvements. The Offeror shall describe the process by which opportunities for system enhancements are identified, screened, programmed, field tested, and released to customers.

DCRB anticipates that enhancements will be performed in the following areas:

- Asset management and inventory solution
- Patch management
- Monitoring, alerting, and reporting
- Symantec Service Desk

For upgrade, patches, and hotfixes, the Offeror will keep abreast of the latest software upgrades for the implemented solutions and their environments. The Offeror will be required to update the Altiris ITSM environment with new changes.

- i.

## D. Deliverables

*Offeror(s) is responsible for ensuring reports are submitted in a secure format and that reports, data, and information submitted to DCRB are not corrupted. Corrupted data sent to DCRB will impact offeror's performance on this contract whereas DCRB in exercising its right may seek remedies available to it under the laws of the United States and the District of Columbia.*

<b>Deliverable Due Date</b>	<b>Deliverable</b>	<b>Description of Deliverable</b>	<b>DCRB's Acceptance Criteria</b>	<b>Submittal Requirements/ Format</b>
Within 5 business days of Award	Post Award Meeting	Offeror shall contact the COR to arrange a meeting to initiate action and confirm requirements.	The Offeror shall meet with the COR and other staff to discuss requirements	Phone/In-person, Web-ex  Format: Discussion
Subject to mutually agreed upon project schedule	Altiris Software Upgrade	The Offeror shall install the latest Altiris upgrades and shall port the configuration from the existing system	Following the upgrade, the Offeror shall demonstrate that the functionality of the existing Altiris system is ported to the upgraded system	Email  Format: MS Word or a format mutually agreed upon between the parties
Subject to mutually agreed upon project schedule	DCRB Test Altiris ITSM suite	The Offeror shall develop and implement a test environment to identify appropriateness of changes to the Altiris system prior to releasing them into the production environment	Following each test, the Offeror shall demonstrate that the functionality of the change to the Altiris system prior to releasing into production	As agreed upon between the parties.
Weekly	Weekly Status Report	The Offeror is required to prepare and submit weekly status reports.	The Offeror shall submit weekly status reports in a timely fashion	Email  Format: MS Word or a format mutually agreed upon between the parties
Subject to mutually agreed upon	Training and Related	The Offeror shall provide end user training to DCRB staff designated Training	Offeror shall mutually agree with DCRB on the	Training- Format: Person/Consultant

project schedule	Materials	shall include but not be limited to technical and support training.	contents and scope of the training	Materials- Format: MS Word or a format mutually agreed upon between the parties to be submitted via email
Subject to mutually agreed upon project schedule	As Built Documentation	The Offeror should provide the as built documentation for the work performed under this project.	The Offeror shall submit a draft of the as built documentation to DCRB for review and comments	Email  Format: MS Word or a format mutually agreed upon between the parties
As requested by the DCRB (optional)	Enhancement Services	Based on the Statement of Work in Section C of this solicitation, the Offeror shall provide services as requested and agreed upon in a written task order outlining the scope of work, deliverables, and costs of services.	The Offeror shall demonstrate that all requirements in section C are met.	As agreed upon between the parties.

### E. Schedule Of Events

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

Activity	Scheduled Date
Request for Proposal	July 17, 2015
Offeror Questions to the DCRB	July 24, 2015
DCRB Response to Offeror Questions	July 28, 2015
<b>Proposal Due Date</b>	<b>August 7, 2015</b>

### Exclusive Point of Contact

From the issue date of this RFP until a successful Offeror is selected; there shall be no communication by Offerors with any DCRB Board or staff members other than the DCRB designee. Failure to comply with this provision of the procurement will result in Proposal rejection and disqualification.

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

Name: Neda Bolourian  
Address: District of Columbia Retirement Board  
900 7<sup>th</sup> Street NW; Suite 200

Washington, D.C. 20001  
Telephone: (202) 343-3200 FAX: (202) 566-5000  
E-Mail: [DCRB.Procurement@dc.gov](mailto:DCRB.Procurement@dc.gov)

## **F. Questions and RFP Amendment**

All Offeror questions must be submitted in writing via e-mail to Neda Bolourian. All questions must include the name of the firm and the name of the submitter. Responses to all questions received in proper time frames will be made in writing and distributed to all Offerors participating in this RFP.

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

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

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

## **G. Proposal Preparation**

### **I. GENERAL**

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

Offerors shall submit its technical and price proposal separately.

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

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

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

### **II. PROPOSAL SUBMISSION**

Proposals must be submitted via email no later than 5:00 pm EDT, Friday, August 7, 2015 to:

Neda Bolourian, Contract Administrator  
[DCRB.Procurement@dc.gov](mailto:DCRB.Procurement@dc.gov)

Proposals, modifications to proposal, or requests for withdrawals after the exact local time above, are “late” and shall not be considered for award.

### **III. WITHDRAWAL OR MODIFICATION OF PROPOSALS**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **IV. LATE MODIFICATIONS**

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

### **V. METHOD Of SUBMISSION**

All proposals shall be submitted electronically via email only. Written telephonic, telegraphic, and facsimile proposals will not be accepted. The following information must appear on the title page of each Proposal:

RFP Title: Professional Services to Implement the Altiris ITMS  
Application Suite Upgrade

Offer Date: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

Offeror Telephone: \_\_\_\_\_

***ATTENTION: Neda Bolourian***

## **VI. RFP SUBMISSION**

### Cover Letter

The Proposal must include a cover letter signed by an individual legally authorized to bind the applicant to both its proposal and its cost schedule. The letter is not intended to be a summary of the proposal. It must contain the following statements and information:

- “Proposal may be released in total as public information in accordance with the requirements of the laws covering same.”
- “Proposal and cost schedule for all labor shall be valid and binding for one hundred and twenty (120) business days following the Notice to Proceed date and will become part of the service contract that may be negotiated with DCRB.”
- Company name, address, and telephone number of the firm submitting the proposal.
- Name, title, address, and telephone number of the person(s) to contact who are authorized to represent the firm and to whom correspondence should be directed.
- Offeror’s Federal and State Taxpayer Identification Numbers.
- Declaration of whether Offeror is claiming District of Columbia LSDBE or Federal 8(a) status. Documentation must be included. Expired certificates shall not be considered.
- “We have received the following Amendments on the dates below:” (If none, state “None”.)
- “We affirm that, to the best of our knowledge and belief, we have not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this award, and that we have not paid or agreed to pay any company or person, other than a bona fide employee working solely for us, any price, commission, percentage, gift, or any other compensation contingent upon or resulting from this award.”
- “We have read, understand and will comply with all provisions of the RFP with no exceptions (or “except for the areas noted below”). If there are areas where you have an exception or unanswered question, those areas should be noted by paragraph number and the exception written in a clear manner.”
- Offeror’s proposal must be signed by a duly authorized person, partner or officer of the offeror, as applicable, and evidence of such authorization must be included with the Proposal. The offeror’s legal name and form of entity must be fully stated.

## **H. PROPOSAL CONTENTS**

*Offerors are required to organize their Proposals into specific sections as follows and include a Table of Contents. Each page of the Proposal must be numbered (with the possible exception of*

pre-printed material included in attachments), and each of the section headings listed below are to appear in the Proposal's Table of Contents.

**H.1 TECHNICAL PROPOSAL:** Technical proposals shall be no more than fifteen (15) pages in length, excluding a cover page, an introductory page, an index page, and the offeror's professional certifications. Pages exceeding this limit shall not be considered or evaluated.

**i. Statement Of Understanding**

In this section, the Offeror must **summarize** how it is uniquely qualified to meet the requirements of this RFP. Offerors may wish to include internal controls/procedures employed to maximize responsiveness to client concerns. Included in this section must be a detailed explanation of the offeror's technical approach in successfully performing and providing services described in Sections C and D.

**ii. Past Performance**

The documentation shall be organized as follows and shall, at a minimum, provide the following: The Offeror shall identify three (3) contract efforts conducted within the last three years of work that is ongoing. The contracts identified should demonstrate in-depth knowledge and successful implementation of the DCRB activity for which is it submitting the proposal, of similar size and scope and relevance to this solicitation. The identified contracts can be with Federal, District of Columbia, commercial or other customers.

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

For each of the contract efforts identified, the Offeror shall provide the following narrative information:

- Description of how the scope for this contract/task order relates to this effort in size and scope and relevance
- Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them
- Description of achievements against the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved.
- The names and roles and responsibilities of the individuals performing the work described
- Description of how the Offeror will work collaboratively in executing the work with DCRB and other contractors who would be responsible for other activities. DCRB reserves the right to use contract performance data provided in the Offer's proposal and contract performance data obtained from other sources as part of its evaluation process.

ii. **Assigned Staff's Experience**

The Offeror must include the following information about each of the key personnel and the primary contractor who will be substantially devoted to one or more of the tasks throughout the period of performance of the DCRB activity for which is it submitting a proposal:

- Individual's name
- Individual Role and Responsibilities
- Task Area that individual will be supporting
- Years of Professional experience in the area he/she will be supporting
- Highest Degree Attained/Degree Area
- Professional Certifications as it relates to this proposal

iv. **Assumptions, Limitations, And Constraints**

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

v. **Performance Work Statement**

The Offeror must prepare and submit a PWS which clearly describes how the Offeror's technical approach and methodology is designed to meet DCRB's a) business, b) technical, and c) management objectives, as described in B. Scope of Work. The PWS should be presented in sufficient detail to allow the DCRB to determine the Offeror has a clear understanding of DCRB's requirements, and that the approach/methodology presented by the offeror can be implemented efficiently and effectively using state of the art technology with minimum risk.

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

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

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

1. Providing systems engineering and technical direction
2. Preparing specifications or work statements and/or objectives
3. Providing evaluation services

#### 4. Obtaining access to proprietary information

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

#### vi. **Security**

Offerors shall submit a risk mitigation plan as described in Article II. General Terms and Conditions, Section Q. Security and Background Check.

***Failure to receive a passing evaluation will disqualify the proposal for award.***

**H.2 PRICE PROPOSAL:** DCRB anticipates awarding a “hybrid” contract---Firm fixed price and fixed price level of effort (labor hour) contract. Price determination will be based on the total combined price for the: 1) one year base period and 2) the one year option period. The offeror shall include option year prices in its submission. Failure to submit pricing for the one year option period in addition to the base period pricing will be deemed “nonresponsive”.

The following services shall be submitted in the respective pricing structures:

- *Firm-fixed price for the following tasks/deliverables:*
  - o C. Scope of Work/Basic Services
  - o Altiris System Upgrade
  - o Asset Management, Inventory and Contract Management
  - o Patch Management
  - o Service Desk
  - o Monitoring & Alerting
  - o Reporting
  - o Enterprise Software Deployment
  - o Status Meetings and Review Reports (at least quarterly)
- *Fixed-price/level of effort (labor hour) for the following activities:*
  - o C. Scope of Work/ Enhancement Services

Offerors are to submit a single “fixed price” for completing each of the above services/deliverables for the base period of performance and the option period. Offerors are to submit labor hour rates for performing each of the above level of effort activities for the initial period and the option period. DCRB anticipates issuing a series of Task Orders describing specific tasks/deliverables to be performed and negotiated between the DCRB and the awardee.

**NOTE:** Offerors are to complete and submit price proposals using the following matrix in

responding to this RFP.

<b>Contract Line Item No. (CLIN)</b>	<b>Service Description</b>	<b>Quantity</b>	<b>Labor Hour Rate</b>	<b>Price/Cost</b>	
1001	Basic Services 1) Altiris System Upgrade 2) Asset Management, Inventory and Contract Management 3) Patch Management 4) Service Desk 5) Monitoring & Alerting 6) Reporting 7) Enterprise Software Deployment	N/A	N/A	\$	
1002	Meetings with the COR	N/A	N/A	\$	
<b>Total FFP</b>				\$	
	<b>Service Description</b>	<b>Labor Hour Categories</b>	<b>Estimated Level of Effort ( No. of Hours)</b>	<b>Labor Hour Rate</b>	<b>Price/Cost</b>
1003	<i>Enhancement and Upgrade Services</i>			\$	\$
				\$	\$
				\$	\$
<b>Total FP LOE</b>				\$	

An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performances, the technical/management proposal, identified

personnel resources, and price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an unusually low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the Offeror's standing upon evaluation. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the DCRB may consider the findings of such an analysis in evaluating an Offeror's ability to perform and the risk of its approach.

Price information of any kind shall only be included in this section.

All proposals, including prices, will remain in effect for a minimum of one hundred and twenty (120) days.

Price proposals shall be no more than five (5) pages. Proposals exceeding this limit shall not be considered or evaluated.

*DCRB reserves the right to not make an award.*

Price proposals shall be no more than two (2) pages, excluding a cover page. Pages exceeding this limit shall not be considered or evaluated.

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

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

The DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed the

President of the United States. The board has a current appropriation for the fiscal year ending September 30, 2015, which is estimated to be sufficient to fund this contract.

## **I. Evaluation of Proposals**

Proposals must be as succinct as possible while providing an accurate picture of the offeror's ability to meet the needs of DCRB in a thorough, accurate, responsive and cost-effective manner. DCRB will evaluate all proposals to determine the offeror who DCRB believes will best serve the interest of the participants and beneficiaries.

The DCRB will consider both the quality of the offeror's technical proposal and the offeror's cost proposal when evaluating each offeror's proposal submission with the technical proposal being given higher importance than the cost proposal.

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

1. Technical Approach and Methodology (PWS);
2. The contractor's record of successfully planning, completing projects of a similar size and scope in a high quality, customer focused manner and within the established schedule.
3. Assigned staff experience including professional certifications and available resources;  
and
4. Security.

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.

- (a) Price evaluation will be based on the sum of the total estimated prices of the base contract
- (b) Affordability. The price proposals will be assessed for affordability. DCRB will not make an award for any proposal which proposes prices that would render the procurement infeasible.

### ***A. Basis of Award***

This procurement will be awarded on a Best Value basis. The DCRB will not make an award to an Offeror if the DCRB makes a determination that an Offeror does not have the technical capability of successfully performing the work contained in this RFP and the resulting PWS. Best Value determination will be reached by comparing the differences in the value of the four technical factors with the differences in the prices proposed. In making this comparison, the DCRB is more concerned with obtaining superior services than lowest overall price. However, the DCRB shall not make an award at a significantly higher overall price to achieve only slightly superior service.

The proposals will be evaluated by the DCRB Source Selection Evaluation Board (SSEB) who will provide their consensus recommendations to the DCRB Contracting Officer who will then make the final best value determination. The DCRB reserves the right to award this effort based on the initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and services standpoint which the Contractor can submit to the DCRB. The DCRB may select more than one (1) Contractor for this effort. However, the DCRB also reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

***B. Technical Evaluation Rating***

Technical proposals will be evaluated by use of an adjectival rating system methodology. Security will be evaluated on a separate methodology as follows: Each responsive proposal must receive a "pass" on its security rating to be considered for award. Any proposal that receives a "fail" rating on its security submission will no longer be considered for award.

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

***C. Security Rating System***

<b>Pass</b>	The security aspects of the Offeror’s approach include no deficiencies or weaknesses. The processes described appear sufficient to safeguard DCRB sensitive materials and to support a secure development environment, including facility and personnel clearance management processes.
<b>Fail</b>	The security aspects of the Offeror’s approach may include either deficiencies and/or weaknesses. The processes described do not appear sufficient to safeguard DCRB sensitive material, nor to support a secure development environment, including facility and personnel clearance management processes.

#### ***D. Application of Preferences***

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

- Any contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the proposal price for a proposal submitted by the SBE in response to this Request for Proposals (RFP).
- Any contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the ROB in response to this RFP.
- Any contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the LRB in response to this RFP.
- Any contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LBE in response to this RFP.
- Any contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DZE in response to this RFP.
- Any contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DBE in response to this RFP.
- Any contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction
- Any contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LMBE in response to this RFP.

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

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

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

## **ARTICLE II. GENERAL TERMS AND CONDITIONS**

### **A. Reservations**

DCRB reserves the right to reject any and all offers.

DCRB is not liable for any expense incurred in the preparation, delivery or presentation of Proposals in response to this RFP.

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 Offeror or reject all responses.

### **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 Agreement without restriction of confidentiality: (d) is disclosed to the receiving party by a third party who is entitled to disclose it without restriction of confidentiality: or (e) the disclosing party subsequently approves for disclosure without restrictions.

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

A party shall not be liable for the disclosure of any Confidential Information if the disclosure is: (a) required by law, regulation or legal process and uses reasonable efforts to obtain assurances that, if possible, confidential treatment will be accorded such Confidential Information or (b) inadvertent despite the exercise of the same degree of care as that party takes to preserve and safeguard its own Confidential Information, provided that upon discovery thereof that party takes all reasonable steps to retrieve the inadvertently disclosed Confidential Information and that such

inadvertent disclosure will not relieve that party from its continued adherence to the terms and conditions of this Paragraph.

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

### **C. Indemnification**

Offeror hereby agrees to hold harmless 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 Offeror in this Contract; and/or (b) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right; and/or (c) Offeror's willful misfeasance, bad faith, negligence or reckless disregard of its obligations in providing services under the terms of the Contract.

### **D. Sole Property**

All deliverables, reports, and documents produced in the performance of this Agreement shall be the sole property of DCRB. The Offeror shall make no distribution of work specifically produced for DCRB under this Agreement to others without the express written consent of the agency. The

Offeror agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such reports.

### **E. Contractual Requirements**

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

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

### **F. Complete Contract**

This Contract including all amendments, the Offeror's technical and price proposals (including proposal revisions), represents the entire and integrated Contract between DCRB and the Offeror

and supersedes all prior negotiations, proposals, communications, understandings, representations, or Contracts, either written or oral, express or implied. All amendments or modifications of this Contract shall be in writing and executed by DCRB and the Offeror.

### **G. Prohibition Against Contingent Fees**

Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Contract; except where: (a) Offeror has disclosed, in writing to the Board, that it has engaged such a company or person other than a bona fide employee to secure this engagement, and (b) the cost of such engagement is not charged to DCRB under the terms of compensation under this or any other current or subsequent Contract. For breach or violation of this warranty, DCRB shall, at its discretion, void this contract without liability, entitling DCRB to recover all monies paid hereunder and Offeror shall not make a claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if affected, shall not constitute the sole remedy of 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. Primary Consultant/Contractor/Offeror**

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

### **I. Assignment**

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

### **J. Restriction on disclosure and use of data**

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

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

A. Mark the title page with the following legend:

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

B. Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal”.

### **K. 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.

### **L. Contract Term**

The term of the contract shall be for a one year period from date of award.

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

If DCRB exercises contract option(s), the extended contract shall be considered to include this option provision. The price for the option period(s) shall be as specified in the Price Proposal and is subject to negotiations. The total duration of the contract, including the exercise of any options under this clause, shall not exceed two (2) years.

### **M. Termination for Cause/Convenience**

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

If DCRB proposes terminating the contract for cause, DCRB shall first give ten (10) days prior written notice to the Offeror stating the reason for termination, and providing the Offeror an opportunity to cure the issues leading to termination. Offeror must submit a corrective action plan which outlines the methodology and timeline of each corrective action. The corrective action plan shall be provided to the COTR or his designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan in response to the notice to cure shall result in DCRB terminating the contract for cause.

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

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

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

## **N. Rights in Data**

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

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

N.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in

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

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

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

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

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

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

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

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

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

### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

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

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

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

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

supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

## **O. Successor Contract**

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

## **P. Cancellations**

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

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

## **Q. Security and Background Checks**

Due to the sensitive nature of the information that the Offeror's staff will be supporting, a background check shall be performed on all personnel and employees who are assigned to work on this contract. A background check will be performed initially and every two years thereafter consistent with DCRB's policies. The Offeror shall not assign anyone to work on this contract and shall immediately remove from work on this contract anyone who has been convicted within

the past seven years of fraud or any felony or who is currently under arrest warrant. Any exceptions to this provision must be approved in writing by the Contracting Officer.

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

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

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

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

## **R. Dispute Resolution**

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

## **S. Governing Laws**

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

## **T. Freedom of Information Act**

Offeror understands and acknowledges that DCRB is subject to the District of Columbia Freedom of Information Act (“Act”) and consents to the disclosure of its proposal, this Contract, and any information, recommendations, or advice received by DCRB from Offeror under this Contract, or such information, recommendations, or advice is subject to disclosure under the Act. DCRB shall use reasonable efforts to give notice of any demand for disclosure to Offeror as soon as reasonably practicable after demand for disclosure is made upon DCRB.

## **U. Insurance Requirements**

The Offeror selected for contract award shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Offeror shall have its insurance broker or insurance company submit a Certificate of Insurance to the DCRB giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the DCRB. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Offeror shall 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.

- c. Cyber Security Insurance. The Offeror shall provide Cyber Security insurance as follows: \$1,000,000 per occurrence limits; \$2,000,000 aggregate. (Not Applicable)

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:

Neda Bolourian  
Contract Administrator  
District of Columbia Retirement Board  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001; (202) 343-3200

The Offeror agrees that the DCRB may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting

from or arising out of work performed by the Offeror, its agents, employees, servants or sub Offerors in the performance of this contract.

## **V. Order of Precedence**

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

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

## **APPENDIX A**

### ***Board Lock-Out Rule***

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

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

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

1. In the ordinary course of performing an existing contract;
2. In connection with an expired or terminated contract;
3. In the ordinary course of participating in the source selection process (e.g., responding to an invitation from the Board to submit written questions at a pre-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***



**District of Columbia Retirement Board**

# **Personally Identifiable Information Policy**

May 8, 2015  
Version 2.1

**Document Number:** DCRB OP-POL-IT-Personally Identifiable Information Policy [CI 12]

DCRB IT– Policy		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.1
<b>Issued By:</b> DCRB IT Security Administrator	<b>Approved By:</b> DCRB Chief Technology Officer	

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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
2.0	Annual Review and Updates	Adu Poku Justin Baker	1/13/15
2.1	Updated Section 3.7	Adu Poku Ferdinand Frimpong	5/8/15

## Approval

  
 \_\_\_\_\_  
 Peter Dewar, Chief Technology Officer, DCRB

5/8/15  
 \_\_\_\_\_  
 Date

<b>DCRB IT– Policy</b>		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.1
<b>Issued By:</b> DCRB IT Security Administrator	<b>Approved By:</b> DCRB Chief Technology Officer	

# 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 must 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.

DCRB IT– Policy		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.1
<b>Issued By:</b> DCRB IT Security Administrator	<b>Approved By:</b> DCRB Chief Technology Officer	

### 3.2 PII Retention

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 Storage, 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.

<b>Page 4</b>	The quality manager maintains the controlled version of this document electronically on the DCRB IT Intranet. Any conflict between the electronic version and any other media shall be resolved in favor of the electronic version.	<b>Published:</b> 5/8/15
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DCRB IT– Policy		
<b>Title:</b> Personally Identifiable Information Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.1
<b>Issued By:</b> DCRB IT Security Administrator	<b>Approved By:</b> DCRB Chief Technology Officer	

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. Storage Devices: DCRB will reserve the right to restrict the PII it maintains in the workplace. In the course of doing business, PII could be stored in computing devices such as databases or may be downloaded to laptops 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 the agency premises. The DCRB IT Department will be responsible for maintaining data encryption and data protection standards to safeguard PII and sensitive data that reside on computing device.

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: January 2015

Next Management Review Date: January 2016

## 7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Information Security Policy (January 13, 2015)
- DCRB Employee Handbook (November 2012)

## **APPENDIX D**

### ***DCRB's Information Security Policy 001***



**District of Columbia Retirement Board**

# **Information Security Policy**

January 13, 2015  
Version 2.0

**Document Number:** DCRB OP-POL-IT-001 Information Security Policy [CI 2]

DCRB IT- Policy		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

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## Revision History

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0.1	Technical Authoring	Mark Bojeun Tony Phan	10/18/2012 8/11/13
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0.3	Review of Knowledge Edit	Mark Bojeun	8/15/13
0.4	Language Edit and Layout Edit	Justin Baker	8/16/13
0.5	Review of Language and Layout Edit	--	--
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
2.0	Annual Review and Updates	Adu Poku Justin Baker	1/13/15

## Approval



\_\_\_\_\_  
Peter Dewar, Chief Technology Officer, DCRB

1/14/15

\_\_\_\_\_  
Date

<b>DCRB IT– Policy</b>		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

# 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 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, 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 take precedence if there is any conflict between this policy and those 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

<b>DCRB IT– Policy</b>		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

### 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 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.
- 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.

<b>DCRB IT– Policy</b>		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

- Prevent loss, damage, or compromise of processing equipment or network components.
- Place 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.)
- 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.

<b>DCRB IT– Policy</b>		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

### 3.9 Virtual Private Network (VPN) Policy/Remote Access

DCRB uses multi-factor authentication to access its production environment. 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

### 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.

DCRB IT– Policy		
<b>Title:</b> IT Information Security Policy	<b>Reference:</b> BS ISO IEC 20000-2 6.6, BS ISO/IEC 27001:2005, BS 27005-2:2008	Version 2.0
<b>Issued By:</b> DCRB IT Security	<b>Approved By:</b> DCRB Chief Technology Officer	

## 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: January 2015

Next Management Review Date: January 2016

## 7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Asset Classification and Control Policy (January 13, 2015)
- DCRB IT VPN Access Control Policy (January 13, 2015)
- DCRB IT Physical Access Control Policy (January 13, 2015)
- DCRB IT Anti-Virus Access Control Policy (January 13, 2015)
- DCRB IT Information Security Incident Management Policy (January 13, 2015)
- DCRB IT Access Control Policy (January 13, 2015)
- DCRB IT Personally Identifiable Information (PII) Policy (January 13, 2015)
- DCRB IT Internet Access and Use Policy (January 13, 2015)
- DCRB IT Data Retention and Destruction Policy (January 13, 2015)
- 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: \_\_\_\_\_

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**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: \_\_\_\_\_