District of Columbia Retirement Board

(DCRB)

Request for Proposal for FileNet Maintenance & Support Services

Solicitation Number: DCRB-14-051

Release Date: September 12, 2014

Eric Stanchfield, Executive Director

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

SOLICITATION, OFFER, AND AWARD

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2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
RB-14-051	DCRB-14-051	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	9/12/2014	[X] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001	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. Offers submitted via email with 1 copies furnished to the Source Selection Evaluation Board in accordance with the RFP.

proposals were due to be submitted to the identified contact in the solicitation on or by 5:00pm (Hour) local time _____ (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See Solicitation. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Yolanda Smith	202	343-3200		yolanda.smith@dc.gov

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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 (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		3/31/2014

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount (including options)	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
Eric O. Stanchfield, Executive Director		7/7/2014

District of Columbia Retirement Board

Article I. DCRB Objectives and Requirements

Overview and Background Material

The District of Columbia Retirement Board (DCRB) is an independent agency of the District of Columbia (D.C.) that administers a $6 billion public pension program (non-ERISA) for approximately 10,000 active (D.C.) teachers, firefighters, and police officers (collectively referred to as "members"). The pension is funded through a combination of investment income and employee and employer contributions and is governed by a 12 member Board of Trustees. DCRB also provides retirement, disability, and survivor benefits to approximately 13,000 retirees in excess of $600 million annually. The pension program and the retirement system are managed by the agency's staff, which consists of approximately 50 employees.

In recent years, DCRB has enhanced its ability to securely capture and catalog paper-based pension-related documents in an automated fashion. In 2007, DCRB began an imaging and document management project that converted 3.7 million paper documents into electronic files and stored them in an IBM FileNet–based enterprise content management (ECM) system. DCRB is distributing a request for proposal (RFP) to obtain maintenance and support proposals for its existing IBM FileNet Content Manager, IBM FileNet eForms for P8, and IBM Case Foundation add-on licenses. The RFP will also seek maintenance and support to provide enhanced functionality not available out of the box on a case-by-case basis. DCRB currently receives paper-based retirement documents and folders from several D.C. Government agencies as members retire. Documents are also generated by our retirees, vendors, and staff members on a daily basis. The agency uses two methods for importing documents and the document's metadata into FileNet. DCRB scans and capture documents with Kofax Capture, and data is then exported to FileNet along with the scanned TIFF images. Documents are also added to FileNet through a custom web portal that grabs metadata from the SQL Server database. FileNet has been configured to use searches from the metadata to retrieve relevant documents.

DCRB's IBM FileNet Content Manager, IBM FileNet eForms for P8 and IBM Case Foundation Add-On applications are implemented in both a development and production environment virtualized with VMware vSphere 5.1 Standard and Enterprise respectively using clustered hosts and a storage area network (SAN) for high availability. Each environment is currently supported by the following system configuration:

- MS Windows Server 2008 R2 64-bit
- Content Engine Server 5.1
- Application Engine Server 4.2
- Process Engine Server 5
- Oracle 11G with replication to Data Guard
- WebSphere 7
- Business Process Manager
- Workplace

- FileNet Integration for Microsoft Office
- Single Sign-On
- eForms

DCRB has plans to install the following components:

- SharePoint Web Parts
- Content Search Services or Content Search Engine
- Upgrade FileNet Workplace to ICN
- FileNet on iPad

Each instance of FileNet is currently configured with approximately more than 10 document classes, at the most 20 document properties for each class, and one object store.

Section A. – Objectives

DCRB requires both the development and the maintenance of the FileNet application system software, which includes the core FileNet application and all of the associated software components (third-party tools) that support the core FileNet application. The development work will consist primarily of project-based functionality enhancements including custom configurations. Development projects will be structured as standard lifecycle development workflows, which will include testing and deployment through both a development and production environment. The maintenance work will consist primarily of system monitoring including end user usage, disk storage, reboot statistics, etc. Maintenance work will also require helpdesk service to identify and solve issues with FileNet. Objectives

The objective of this contract work is to ensure that FileNet runs properly according to current requirements as well as future requirements as approved by DCRB Change Approval Board (CAB).

DCRB anticipate awarding a contract for one (1) year with four one year option periods.

Section B- Scope of Work

DCRB requires the Offeror to provide the following services using relevant industry best practices and methods for understanding the agency's current environment, business goals, and needs:

MAINTENANCE

DCRB will require operational (IT-related) support and maintenance for the FileNet system infrastructure as well as FileNet applications support for end users and administrators. The vendor will develop a maintenance and support plan for the FileNet environment. The plan will follow Information Technology Infrastructure Library (ITIL) best practice standards for supporting the environment. Consideration for routine maintenance tasks such as keeping the system current with security releases; upgrades and new version releases; application monitoring; ticket, change, and

incident management; and custom development must be included in the plan. The Offeror will be required to provide various levels of support identified in the plan.

PRODUCT UPGRADES AND NEW VERSION RELEASES

Offerors should describe the following:

UPGRADES AND NEW VERSION RELEASES

The Offeror(s) will maintain an awareness of the latest software updates for the implemented solutions and their environments. The Offeror will be required to update the FileNet environment with new changes as requested. The Offeror shall describe:

- The process used to monitor new releases, updates, upgrades, service packs, patches, and "hotfixes" and the process used for notifying DCRB of these changes.
- The process for applying new version releases to DCRB's FileNet development and production environment including, but not limited to, quality assurance and testing processes to determine whether an upgrade or custom modification is suitable for release.

APPLICATION ENVIRONMENT MONITORING AND REPORTING

The Offeror will be required to provide the process for which FileNet is monitored both in the development environment (monthly) and production environment (weekly) to ensure an efficient operation. The Offeror must provide responses specific to monitoring application event logs, operating system event logs, security logging, auditing, and related industry-standard reporting data. The Offeror will be required to provide usage metrics as well as log activity.

TICKET/INCIDENT MANAGEMENT

The Offeror will be required to be involved with the creation and management of support or incident reports (or tickets). The Offeror will provide responses specific to how change, problem, and incident tickets will be addressed in the FileNet environment. The Offeror will include processes for developing knowledge base documentation for recurring types of tickets.

WEEKLY STATUS AND QUARTERLY REVIEW REPORTS

The Offeror will participate in weekly meetings for a period not-to-exceed one (1) hour with DCRB, unless otherwise indicated, to communicate the status of issues and activities in order to achieve the highest level of services.

The Offeror will participate in a quarterly review meeting to review service level agreements (SLA) with DCRB's contract officer technical representative (COTR) and information technology (IT) staff. The COTR will schedule and facilitate the quarterly management meetings either onsite or via remote conferencing and shall schedule the meetings in advance.

END USER TRAINING

To ensure full application usage and acceptance, DCRB anticipates all users will be required to participate in several levels of training and product demonstrations. As new features are introduced and the applications are updated, the Offeror will provide staff with technical and support training as well as end user training when needed.

ENHANCEMENT SERVICES

The Offeror(s) shall provide the process used in the analysis, architecture, development, and configuration of enhancements that are configurable items in the FileNet software as well as custom or third-party products. Planning for architecture, coding, installation, configuration, content migration, custom development, security, governance, training, and maintenance shall be developed as part of the agreed upon enhancements. Provisions for access control, data containment, version management, and archiving should be included. 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:

- Document Class Creation and Reconfiguration
- Automated Document Properties Error Correction
- Workflow Development
- Upgrades to ICN, SharePoint, and iPad

Document Class Creation and Reconfiguration:

- Import electronic documents in multiple formats (fax, PDF, and MS Office) into FileNet along with automatically generated metadata from a SQL Server database.
- Create or reconfigure document classes to accept different classifications of documents as needed.
- Develop intuitive searches and folder configurations that allow users to access the appropriate documents quickly.
- Configure data extraction from member IDs, and validate against the database in an automated fashion.

Automated Document Properties Error Correction:

- Develop the ability to create workflow tasks for error correction issues associated with the documents and their properties.
- Perform automated mass data correction routines from SQL Server database and possibly Master Data Management (MDM) Service Oriented Architecture (SOA) systems.

Workflow Development:

- Develop workflows based on defined processes and user requirements.

Upgrades to ICN, SharePoint, and iPad:

- Upgrade from Workplace to the latest IBM Content Navigator (ICN) version.
- Integrate FileNet to the SharePoint 2013 Intranet instance.
- Develop the ability to view and work on FileNet documents via mobile devices, specifically iPads.

Section C. – General Requirements

It is DCRB's goal to is to ensure that all retirement-related documents are made available whenever and wherever required and easily retrievable by the Benefits department staff in a timely manner using FileNet. Additionally, continuing to securing secure vital documents and content, as well as providing well managed and collaborative workflows processes all within a central repository is of utmost importance. Replacing paper documents with electronic documents and routing the workflow tasks automatically to the end user desktop ultimately provide more efficient responses to members' needs. Technical support and timely maintenance for all FileNet related systems must be address and reported. The trouble tickets, once assigned to the correct priority level, shall be resolved. As the need for system enhancements are identified coding, installation, configuration and other related activity must be performed.

The Offeror will work with the Contracting Officer's Technical Representative (COTR), and a designated team of DCRB staff and contractors to customize the DLP product to meet the agency's requirements. This effort will not be considered complete until the COTR signs off on completion of each requirement. In performance of this work, the Offeror shall provide technical support to DCRB users.

Offeror personnel assigned to work on this contract shall be subject to the security requirements outlined in Article II. General Requirements: Section Q. Security and Background Check.

I. Support Hours

The Offeror support staff will be available for maintenance support services during the following hours:

Classification	Hours of Service
Normal Support	8:30 AM to 5:00 PM EST, Monday – Friday
After Hours	This time period will be used for maintenance and support that requires application and system downtime.

II. Service Level Standards

DCRB has established the support response times as it relates to support and maintenance of its systems. The Offeror's ability to correctly diagnose and successfully respond to system issues will be used to assess the Offeror's performance as outlined in Section C. II. Performance Review.

Support Response Times

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

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

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

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

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

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

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

III. Performance Measurement

All supported applications must be available and operational based on the performance measurements listed below. Upon contract award, DCRB will evaluate Offeror's performance using this metric as a baseline to determine the effectiveness of the Offeror.

Measurement	Minimum Performance Standard	Expected Performance Standard

Availability of Critical Applications/Systems	98.78%	99.95%
Availability of Servers	98.78%	99.95%
Backup Restoration	Less than 2 hours for 95% of all events; less than 8 hours for 100 % of all events	Less than 1 hour for 95% of all events; less than 4 hours for 100 % of all events
Downtime Frequency (All servers)	No more than 7 events per month	No more than 3 events per month
Time to Respond	Immediate respond on all Critical incident events whether onsite or on call	Unless mutually agreed otherwise for specific systems or applications: Critical incident: No more than 15 minutes for 100% of all events whether onsite or on call

DCRB reserves the right to identify new metrics, modify or eliminate existing metrics as needed, and the Offeror will be required to adjust their performance measurement accordingly.

IV. Performance Review

The Performance Standards with numerical values outlined below will be used to evaluate Offeror's performance. Performance reviews will be performed periodically throughout the contract and will be provided to the Offeror for its response/concurrence.

This information will also be retained to document Offeror performance/non-performance and the Offeror's ability to continue to do business with DCRB.

Outstanding (5)	Meets or exceeds contract requirements in terms of timeliness and quality requirements of the Performance Work Statement (PWS).
Excellent (4)	Meets all deliverable requirements of the PWS but required minor revisions necessary and the revisions do not adversely impact the PWS.
Good (3)	Have no more than two issues that were not minor (i.e., missed deliverable, poor quality levels of work, or services that did not comply with agreed upon requirements).
Fair (2)	Have more than two issues that were not minor (i.e., missed deliverable, poor quality levels of work, or services that did not comply with agreed upon requirements).
Poor (1)	Performance has been "Fair" for more than one month. Performance has been at a level where the Chief Contracting Officer has had to issue a cure notice regarding performance. Continual performance at the poor level will be at a level where contract

	termination will be considered if the performance is not improved.
Unsatisfactory (0)	Performance has been "Fair" for more than one month. Performance has been at a level where the Chief Contracting Officer has had to issue two or more cure notices regarding performance. Payment for the month will be withheld pending resolution of cure notice(s). If issues are not resolved, payment will be delayed. Performance at the unsatisfactory level will be at a level where a contract may be terminated at DCRB's discretion.

Section D. – Deliverables

The following details the deliverables/services to be provided to the District of Columbia Retirement Board in performance of a subsequent contract. The Offeror shall provide detailed descriptions on how it plans to meet each of the deliverables in its technical response. All deliverables shall be provided to the Applications Development Manager who shall serves as the Contracting Officer's Technical Representative (COTR) for this Contract.

Deliverable	**Description**	**Submittal Requirements**	**Format**	**Schedule**
Kick-Off Meeting	Offeror shall contact the COTR to arrange a meeting to initiate action and confirm requirements.	Phone/In-person, WebEx	Discussion	Within five (5) business days of contract award
Maintenance (Software)	Offeror shall install manufacturer required patches, system updates, upgrades, and hotfixes to ensure software application is operating using current technological capabilities and at its maximum capacity. For application maintenance that is not mandated by the software manufacturer, Offeror shall collaborate with DCRB to implement required maintenance tasks.	As required by manufacturer and in consultation with the COTR	As required by manufacturer and in consultation with the COTR	As required
Weekly Status and Quarterly Review	Offeror is required to prepare and submit weekly status and quarterly review reports, and	Email	MS Word	Weekly/Quarterly

Reports	participate in weekly and quarterly meetings with the COTR and DCRB IT staff. The COTR will schedule and facilitate weekly and quarterly meetings either onsite and via remote conferencing. A weekly meeting schedule will be identified during the project kickoff meeting. During the one hour weekly meeting, the Offeror's Primary Consultant will be responsible for reporting on the status of the project.			
Training and related materials	Offeror shall provide end user training to DCRB staff designated by the COTR. Training shall include but not be limited to technical and support training. Training will be provided as needed.	Training: Person/Consultant Materials: Email	Training: In a format agreed upon between DCRB and Offeror Materials: Agreed upon between DCRB and Offeror	As needed
Requirements Document	As part of the governance and operating procedures, a comprehensive requirements document that includes operational processes, governance, architecture, and technical solutions will be completed. Stakeholders will be made available to ensure timely completion of the requirements gathering tasks.	Email	MS Word	As scheduled (see PWS)
Project Management Plan	As part of the governance and operating procedures, a comprehensive and detailed project management plan shall be developed specifically for enhancement services outlining the implementation schedule (test and development environments), testing in the test and development	Email	MS Word	As scheduled (see PWS)

	environments, and deployment. Each project plan shall identify appropriate end user training (i.e., administrative, etc.).			
Adoption Strategy	As part of the governance and operating procedures, a comprehensive adoption strategy which shall include but not be limited to how the newly implemented capabilities become part of the day-to-day tools of end users, which features changes as a result of the implemented software and how to translate this change into the agency's business processes.	Email	MS Word	As scheduled (see PWS)
Roadmap Document	As part of the governance and operating procedures, a comprehensive roadmap document that include a strategic approach for future implementation, configuration, training and reporting recommendations for items NOT addressed during this initial engagement, as appropriate such as how DCRB could leverage FileNet capabilities that would allow DCRB to leverage current software and system capabilities.	Email	MS Word	As scheduled (see PWS)
Enhancement Services	Offeror shall collaborate with DCRB to identify system capabilities that would provide opportunities for the agency to leverage its existing enterprise environment. COTR shall provide a separate scope of work and negotiate separate tasks with Offeror as requested.	As agreed upon between DCRB and Offeror	In a format agreed upon between DCRB and Offeror	As requested by DCRB

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.

Section E. – Proposals

Schedule of Events

The following is the schedule of events this RFP process. Dates listed below may be amended as appropriate by DCRB and changes will be made provided in writing.

Activity	Scheduled Date
Release of RFP	September 12, 2014
Deadline for Written Questions	September 19, 2014
Response to Written Questions	September 24, 2014
Proposal Due	October 8, 2014

Section F. – Point of Contact

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

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

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

Section G. – Questions and RFP Amendment

All Offeror questions must be submitted in writing via e-mail to Yolanda Smith.

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.

Section H. – Proposal Preparation, Submission, and Evaluation

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 non-responsive or otherwise unacceptable and may result in disqualification and the elimination of the Offeror from consideration.

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

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

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

II. Submission of Proposals

Offerors must prepare and submit both a separate technical proposal and a price proposal. Offerors are responsible for submitting the proposal, and any modification, or revisions, so as to reach the DCRB office designated in the solicitation by the time specified in the solicitation.

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

An initial validation of all proposals received will be conducted, before they are distributed for evaluation, to ensure that all the requirements for format, content, and page limits established in the solicitation have been met. Offerors may not use subcontractors.

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

III. Withdrawal/Modification(s) of Proposals

The Offeror or an authorized representative may withdraw proposals by written notice received at any time before award. The withdrawal is effective upon receipt of notice by the contracting officer. Proposal modification is a change made to a proposal before the solicitation's closing date-and time,

or a change made in response to an amendment, or made to correct a mistake at any time before award.

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

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

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

IV. Method of Proposal Submission

The Offeror's proposal must be submitted electronically via email no later than 5:00 PM Eastern Daylight Time on **October 8, 2014**. Offerors must comply with the detailed instructions for the format and content of the proposal(s); if the proposal(s) does not comply with the detailed instructions for the format and content, the proposal(s) may be considered non-responsive and may render the Offeror ineligible for award.

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

V. Proposal Format

To maximize efficiency and minimize the time for proposal evaluation, it is required that the Offeror submit the proposal in accordance with the format and content specified herein. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

1. 8.5 x 11 inch paper · Single-spaced typed lines · No graphics or pictures other than those required · Tables are allowed for the list of key personnel · 1 inch margins · Times New

Roman 12-point font in text · No hyperlinks · Microsoft Word 2003 software or later version· The Offeror shall insert their company's name in the filename; all files named with the file extension .doc

2. Information provided on any other sized paper besides 8.5 x 11 inch paper, will not be evaluated. Instructions regarding use of certain electronic products listed herein should not be construed as DCRB's endorsement of specified products.

3. Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

4. Page Limitations: Each technical proposal, not including title pages, cover pages, and introductions cannot exceed 30 pages. When a page is designed to print on both sides of a sheet, it shall be counted as two pages. Included in the page count are separate pages providing graphics, charts, illustrations and pictures.

5. Cover Page, and Table of Contents: Each proposal will include a cover page and a table of contents. The cover page shall identify the solicitation number and title, and the Offeror's name. The table of contents shall identify, by content, the page number of each section of the proposal. *These pages will not be counted toward the page limitation requirement.*

Marketing brochures included as part of the main body of the bid response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and an Offeror's answers in the body of the proposal, the latter will prevail.

VI. Evaluation of Proposals

Basis for Award

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

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

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

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

reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

II. Technical Evaluation Criteria

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

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

1. Technical approach and methodology (PWS);
2. Past Performance; and
3. Assigned staff experience including professional certifications and available resources.

VIII. Technical Evaluation Rating

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

The evaluation methodologies will allow the SSEB to identify and clearly describe strengths, weaknesses, deficiencies, and risks associated with each proposal. The definitions for each rating are as follows:

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

IX. Security Rating System

An Offeror's proposal that receives a "fail" rating will not be considered for contract award.

Security Rating System

Pass	The security aspects of the Offeror's approach include no deficiencies or weaknesses. The processes described appear sufficient to safeguard DCRB sensitive materials and information and support a secure development environment, including facility and personnel clearance management processes.
Fail	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 materials and information, nor to support a secure development environment, including facility and personnel clearance management processes.

Section I. – Technical Proposal

Proposals should 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.

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

The proposal shall be limited to the following:

Cover Letter

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

Offeror's Technical Approach

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

Staffing Plan

The Offeror must include the following information about the Primary Consultant who will be *substantially devoted to one or more of the tasks throughout the period of performance* the DCRB activity for which it is submitting a proposal.

- Individual's Name;
- Position Title with brief description;
- Years of Professional Experience;
- Highest Degree Attained/Degree Area;
- Relevant Professional Certifications; and
- Anticipated Role and Responsibilities on the DCRB contract.

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; and
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, DCRB may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract or operation of law.

Performance Work Statement (PWS)

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 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.

Past Performance

The Offeror shall identify five (5) contract efforts conducted within the last three to five years or work that is ongoing. The contracts identified should demonstrate in-depth knowledge and successful implementation of the efforts 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 the 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:

1. Description of how the scope for this contract/task order relates to this effort in size and scope and relevance.
2. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.
3. 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.
4. The names and roles and responsibilities of the individuals performing the work described.

Security

Offerors shall describe:

1. Security processes that are sufficient to access, control, and safeguard sensitive and/or classified material;
2. How it plans to support a secure development environment, including facility and personnel clearance management processes;
3. How these processes and procedures will be applied to the requirements of this proposal;
4. The assumptions on which it based its security proposal; and
5. The Offeror risk mitigation plan required as part of Article II. General Terms and Conditions under Section Q. Security and Background Checks of this solicitation.

Section J. – 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) each of the four (4) option periods. The Offeror shall include option year prices in its submission. Failure to submit pricing for ***each*** of the four (4) one year option periods 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:*
    - B. Scope of Work/Maintenance
    - Upgrades and new version releases
    - Application environment monitoring and reporting
    - Ticket/incident management
    - Weekly Status and Quarterly Review Reports
- *Fixed-price/level of effort (labor hour) for the following activities:*
    - End User Training
    - Enhancement Services

- Governance and Operating Procedures

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

NOTE: Offerors are to complete and submit price proposals using the following matrix for the base period ***and*** for each of the four (4) one year option periods.

Contract Line Item No. (CLIN)	**Service Description**	**Quantity**	**Labor Hour Rate**	**Price/Cost**
1001	Maintenance 1) Upgrades and new version releases 2) Application environment monitoring and reporting 3) Ticket/incident management	**N/A**	**N/A**	$
1002	Weekly Status and Quarterly Review Reports	**N/A**	**N/A**	$
Total FFP				**$**

	Service Description	**Labor Hour Categories**	**Estimated Level of Effort (No. of Hours)**	**Labor Hour Rate**	**Price/Cost**
1003	End User Training			$ $ $	$ $ $
1004	Enhancement Services			$ $ $	$ $ $

1005	Governance and Operating Procedures			$ $ $	$ $ $
Total FP LOE					$

Offerors, based on the work described in this solicitation should determine the appropriate labor hour categories consistent with their proposed methodology and technical approach and DCRB's needs.

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, DCRB may consider the findings of such an analysis in evaluating an Offeror's ability to perform and the risk of its approach.

DCRB will base its award on its analysis of both the Offeror's technical and price proposals with the technical proposal being given more weight.

DCRB reserves the right to not make an award.

Price proposals shall be no more than five (5) 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, related to the fixed price level of effort service areas:

(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.

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. Therefore, funds for the contract term are subject to the availability of funds.

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 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 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, 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 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 base period of one (1) year from date of award.

DCRB's Chief Contracting Officer may extend the term of the contract for a period of four (4) one year option periods, 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 five (5) 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 DCRB. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for DCRB under this Contract, are works made for hire and are the sole property of 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 DCRB the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give 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 DCRB until such time as DCRB may have released such data to the public.

N.6 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 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 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 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 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 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 DCRB under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for 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 DCRB's or the Contractor's rights in that subcontractor data or computer software which is required for DCRB.

N.10 For all computer software furnished to DCRB with the rights specified in Section I.5.5, the Contractor shall furnish to 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 DCRB with the restricted rights specified in Section I.5.6, DCRB, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided 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 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 DCRB under any patent, or be construed as affecting the scope of any license or other right otherwise granted to 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 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. The cost of the background check is $42.00 per individual and must be paid directly by Offeror.

In the event that the Offeror is located outside the DC Metropolitan area (Washington, DC, Maryland, Virginia), they must propose for DCRB's review and acceptance alternate means for conducting background check(s).

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 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, 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 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 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 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 DCRB as an additional insured, shall be primary and non-contributory with any other insurance maintained by DCRB, and shall contain a waiver of subrogation. The Offeror shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

b. Workers' Compensation Insurance. The Offeror shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

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

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

The Offeror 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 DCRB.

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

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

Yolanda Smith
Contract Specialist
District of Columbia Retirement Board
900 7th Street, NW, 2nd Floor

Washington, DC 20001; (202) 343-3200

The Offeror agrees that 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 dated August 28, 2013

Information Technology
Excellence through Innovation

District of Columbia Retirement Board

Personally Identifiable Information Policy

in compliance with ISO 20000

August 28, 2013
Version 1.0

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Revision History

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1.0	Delivery	Peter Dewar	8/28/13

Approval

Peter Dewar, Director of Information Technology, DCRB

8/28/13
Date

Personally Identifiable Information Policy

1.0 Purpose

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

2.0 Scope

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

3.0 Policy

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

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

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

3.1 Vendors

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

3.2 PII Retention

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

3.3 PII Training

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

3.4 PII Audit(s)

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

3.5 Data Breaches/Notification

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

3.6 Data Access

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

3.7 Data Transmission and Transportation

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

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

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

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

4.0 Policy Enforcement

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

5.0 Policy Owner

DCRB IT Security is responsible for this policy.

6.0 Policy Review

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

Issue Date of Policy: February 2013
Next Management Review Date: February 2014

7.0 Policy References

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

APPENDIX D

DCRB's Information Security Policy 001

Dated August 28, 2013

Information Technology
Excellence through Innovation

District of Columbia Retirement Board

Information Security Policy

in compliance with ISO 20000

August 28, 2013
Version 1.0

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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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1.0	Delivery	Justin Baker	8/28/13

Approval

Peter Dewar, Director of Information Technology, DCRB

8/28/13
Date

Information Security Policy

1.0 Purpose

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

2.0 Scope

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

3.0 Policy

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

3.1 General Information Security

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

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

3.2 Agency Security

DCRB IT will do the following to ensure agency security:

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

3.3 Asset Classification and Control

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

3.4 Authentication

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

3.5 Remote Device Protection

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

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

3.6 Personnel Security

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

3.7 Physical Security

DCRB IT will do the following to ensure physical security:

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

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

3.8 Communication and Operations Management

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

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

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

3.9 Virtual Private Network (VPN) Policy/Remote Access

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

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

3.10 Personally Identifiable Information (PII)

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

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

4.0 Policy Enforcement

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

5.0 Policy Owner

DCRB IT Security is responsible for this policy.

6.0 Policy Review

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

Issue Date of Policy: February 2013
Next Management Review Date: February 2014

7.0 Policy References

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

APPENDIX E

DCRB's Confidentiality Agreement

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

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

1. I understand that in performing the duties for which I have been retained, I may see and have access to confidential, sensitive and/or private information (hereafter "Confidential Information"). For purposes of this Agreement, Confidential Information" means any fact, matter, document, or file in any form (oral, hard copy, or electronic), disclosed to me or known by me as a consequence of my contract and not generally known outside of DCRB and the District government.

2. I am responsible and accountable for safeguarding the integrity, security, and confidentiality of personnel and retiree records, regardless of form, and must protect such records from unauthorized access, use, modifications, destruction or disclosure.

3. During my contract term and after my contract is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any Confidential Information, in any form, except to the extent such disclosure, discussion or sharing is authorized by the DCRB Contracting Officer Technical Representative or Project Manager [and/or the appropriate data steward].

4. I will not use Confidential Information for my own personal purposes, and I am prohibited from using personnel and retiree information for commercial solicitation, sale, personal gain or interest, or for any other unauthorized purpose.

5. I will not copy or remove from the DCRB records, any materials containing Confidential Information, except to the extent that I am given written permission to do so by the DCRB Contracting Officer Technical Representative or Project Manager. I must be sensitive to individual rights to personal privacy and must not disclose Confidential Information from any personnel or retiree records, unless disclosure is authorized in the performance of my assigned duties, or required by statute, regulation, or procedures.

6. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.

7. I must safeguard automated personnel records and maintain proper computer security at all times by not leaving my terminal unattended while logged onto any DCRB or District government computer system or network, not revealing passwords or logon identification information, and not providing access to the computer systems or networks to unauthorized

individuals.

8. I will not discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any conclusions that I or others draw from Confidential Information, if discussing or sharing those conclusions would reveal any Confidential Information.

9. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from the Contracting Officer Technical Representative or Project Manager. [and/or the appropriate data steward] before engaging in any conduct that could jeopardize the confidentiality of the information.

10. If I become aware that a breach of confidentiality has occurred due to my own or others' acts or omissions, I will immediately notify the DCRB Contracting Officer Technical Representative or Project Manager [the appropriate data steward, and/or the DCRB General Counsel].

11. Upon termination of my assignment or as requested by the Contracting Officer Technical Representative or Project Manager, I will return all materials containing Confidential Information to the DCRB Contracting Officer Technical Representative or Project Manager [or his/her designee.]

12. I understand that if I knowingly make an unauthorized disclosure of information, either directly or indirectly, or access and use information for personal gain or interests, or for any other unauthorized purpose, I will be subject to contract termination and I may also be subject to federal and District of Columbia civil or criminal actions.

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

Name (print): _____

Signature: _____

Title: _____ Date: _____

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

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

Date: _____