# District of Columbia Retirement Board

# (DCRB)

Request for Proposal for MDM Solution Architect

## Solicitation Number: DCRB-16-007

**Release Date: February 1, 2016**

**Eric Stanchfield, Executive Director**

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

## SECTION A: OVERVIEW

The District of Columbia Retirement Board ("DCRB") is seeking a contractor to provide a qualified Master Data Management ("MDM") Solutions Architect to deploy best practices and methodologies with technology to address Master Data Management requirements as well as possess experience in Data Modeling, Data Integration and Data Quality in order to support the DCRB's current implementation of a MDM Solution.

The primary purpose of this position is to apply MDM strategies, requirements and policies aligned with DCRB's vision, and supporting an MDM implementation on DCRB's technology platform. The contractor will translate master data requirements into technical specifications, designing and overseeing the delivery of functional and technical components for master data solutions. The contractor is expected to recommend and implement appropriate technical approaches for data management and integration solutions as well as be responsible for the development, analysis and maintenance of all master data including the rationalization and deletion of data, and is also accountable for accurate and time critical application of MDM change processes. The contractor shall also plan and lead MDM requirement analysis sessions with business users to ensure clear and consistent understanding between DCRB business end users and the already awarded firm contracted to implement the MDM system.

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

**B.2** DCRB contemplates award of a fixed price level of effort contract.

### B.2 Price Schedule

B.2.1 Base Period (One Year)

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit | Estimated Quantity | Total Estimated Price |
|---|---|---|---|---|
| **CLIN 0001** | **MDM Solutions Architect** | **$____ per Hour** | **4** | **$_____** |
| **Grand Total for B.3.1** | | | | **$_____** |

B.2.2 Option Period One (One Year)

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit | Estimated Quantity | Total Estimated Price |
|---|---|---|---|---|
| **CLIN 0001** | **MDM Solutions Architect** | **$____ per Hour** | **4** | **$_____** |
| **Grand Total for B.3.2** | | | | **$_____** |

B.2.3 Option Period Two (One Year)

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit | Estimated Quantity | Total Estimated Price |
|---|---|---|---|---|
| **CLIN 0001** | **MDM Solutions Architect** | **$____ per Hour** | **4** | **$_____** |
| **Grand Total for B.3.3** | | | | **$_____** |

I _____ certify 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 and that if, subsequent to award of a contract, hourly rates charged to any District of Columbia, Federal, State, or local government entity for performing similar types of work become lower than the hourly rates specified in the contract, the contractor shall promptly notify the Board and substitute the lower hourly rates for all future work. Additionally, I certify that I am authorized to bind my company to the rates provided.

# SECTION C: SPECIFICATIONS/WORK STATEMENT

## C.1 SCOPE:

DCRB has a need for one (1) MDM Solutions Architect to serve as a liaison between DCRB and the awarded firm contracted to implement the MDM system. This position will collaborate with various DCRB staff, stakeholders, and contractors to determine the best solution to solve DCRB's business needs.

Contractor will work under the general supervision of the Project Manager who coordinates assignments in terms of scope and objectives. The Contractor will carry out the assignment(s), both independently and within the framework of a team, given predefined and established protocols while exhibiting initiative, judgment and resourcefulness. The Contractor will keep the Project Manager informed of progress and of potentially controversial matters that may require changes in approach. Completed work is reviewed from an overall performance perspective in

terms of timeliness, accuracy and effectiveness in meeting requirements and/or expected results. Offerors must provide a resume detailing conformance with required skills, qualifications, education and preferred skills (if applicable).

## C.2 REQUIREMENTS

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

- Define measurable metrics and the minimal required attributes for each domain or subject area to support a robust and successful deployment of an MDM platform.
- Define requirements for data matching and merging rules, survivorship criteria and data stewardship workflows using the MDM tool.
- Have a thorough understanding of deterministic and probabilistic matching methodologies and master data hierarchy management.
- Provide subject matter expertise on data architecture and data integration implementations.
- Be responsible for generating data management and integration architectural recommendations for database applications and projects.
- Understand and leverage enterprise architecture principles for cross-functional purposes.
- Be the point of contact with the Enterprise Architecture area.
- Participates in products roadmap planning, recommending technologies and solutions.
- Identify and propose new opportunities for data integration and possible service-oriented architecture (SOA) implementations.
- Consult with business representatives and work with the Business Analyst to ensure understanding of the business requirements and future strategic direction of the business/function.

### C.2.2 QUALIFICATIONS AND EDUCATION REQUIREMENTS

Minimum of five (5) years direct experience in MDM solution design, development, support and operations with a leading MDM tool suite or eight (8) years direct experience in Data, Database and ETL development, support and operations using Microsoft SQL Server with emphasis on Data quality and Data transformations, Transport, Security that demonstrates ability to perform duties. Bachelor’s degree in the field of Computer Science, Information Management or related technical discipline, or equivalent experience is required.

#### C.2.2.1 REQUIRED SKILLS:

a) Experience with enterprise level data analysis and integration work and/or providing data focused systems integration solutions.
b) Expert level of technical knowledge on data architecture and data integration.
c) Exposure to and conceptual understanding of data integration tools and technologies.

d) Self-motivated with the ability to prioritize, meet deadlines, and manage changing priorities.
e) Be able to deal with ambiguity and make quality decisions in a dynamic, fast-paced environment.
f) Strong teamwork and interpersonal skills; ability to communicate and persuade at all management levels and thrive in a cross-functional matrix environment.
g) Ability to articulate ideas to both technical and non-technical addressees.
h) Able to quickly learn new technologies as they become prevalent and widely implemented.
i) Ability to work independently with minimum supervision.
j) Demonstrate effective problem solving skills and ability to manage multiple projects. simultaneously.

**C.2.2.2PREFERRED SKILLS:**

a) Familiarity with Federal and/or DCRB forms and employment records.
b) Experience working in a Government PMO Environment.
c) Understanding of data analytics.
d) Understanding of complex databases.
e) Demonstrated ability to use deductive logic in solving data issues.

## C.3 Work Conditions

The Contractor will be subject to the following work conditions:

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

## C.4 Periodic Reporting, Meeting and Review

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

# SECTION D: PERIOD OF PERFORMANCE AND DELIVERABLES

## D.1 TERM OF CONTRACT

The term of the contract shall be for a period of (1) one base year with two (2) one-year option periods from date of award specified on the cover page of this contract.

## D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**D.2.1** DCRB may extend the term of this contract for a period of two (2) 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 the DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The 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.

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

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

**D.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

## D.3 Deliverables

Offeror's personnel (Contractor) shall provide work product requested by the Contracting Officer Technical Representative (COR), which shall include, but not be limited to, weekly reports and analysis.

# SECTION E: CONTRACT ADMINISTRATION

## E.1 INVOICE PAYMENT

**E.1.1** DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**E.1.2** DCRB will pay the Contractor on or before the 30$^{th}$ day after receiving a proper invoice from the Contractor.

## E.2 INVOICE SUBMITTAL

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

## E.3 CHIEF CONTRACTING OFFICER (CCO)

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

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

## E.4 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

**E.4.1** The CCO is the only person authorized to approve changes in any of the requirements of this contract.

**E.4.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CCO.

**E.4.3** In the event the Contractor effects any change at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## E.5 CONTRACT OFFICER'S REPRESENTATIVE (COR)

**E.5.1** The COR is responsible for general administration of the contract and advising the CCO as to the Contractor's compliance or noncompliance with the contract**.** The COR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**E.5.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the contract;

**E.5.1.2** Coordinating site entry for Contractor personnel, if applicable;

**E.5.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**E.5.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the DCRB's payment provisions; and

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

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

Jason Todd
Business Intelligence Analyst
DCRB of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001
(202) 343-3200

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

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

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

# SECTION F: SPECIAL REQUIREMENTS

## F.1 FREEDOM OF INFORMATION ACT

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

Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COR within the timeframe designated by the COR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The DCRB will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

### F.2 DCRB RESPONSIBILITIES

DCRB will provide the Contractor with office space, furnishing, supplies, and a telephone at its onsite or satellite offices.

DCRB will provide complete systems and products documentation, to the successful Contractor after contract award. DCRB will provide appropriate access to applications and systems to the Contractor's staff working on the applications and systems in accordance with IT security procedures.

### F.3 SECURITY AND BACKGROUND CHECKS

Due to the sensitive nature of the information that the Offeror's staff will be supporting, a background check shall be performed on all personnel and employees who are assigned to work on this contract. The requirements of the security and background investigation are included in Section S. Security and Background Checks of the terms and conditions.

### F.4 INSURANCE

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

## SECTION G: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### G.1 METHOD OF AWARD

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

**G.1.2** DCRB intends to award a single contract resulting from this solicitation to the responsive and responsible offeror who has the lowest proposal.

## G.2 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

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

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

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

## G.3 FAMILIARIZATION WITH CONDITIONS

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

## G.4 PROPOSAL SUBMISSION DATE AND TIME

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

### G.4.1 Schedule of Events

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

| Activity | Scheduled Date |
|---|---|
| Release of RFP | February 1, 2016 |
| Deadline for Written Questions | February 8, 2016 |
| Response to Written Questions | February 12, 2016 |
| Proposal Due | February 29, 2016 |

## G.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

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

### G.6.1 Late Submissions

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

### G.6.2 Late Modifications

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

## G.7 ERRORS IN PROPOSALS

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

## G.8 QUESTIONS ABOUT THE SOLICITATION

All Offeror questions must be submitted in writing via e-mail to Neda Bolourian. The prospective offeror should submit questions no later than **12:00 pm (EST) on February 8, 2016.** The DCRB may not consider any questions received after the aforementioned time and date. An amendment to the solicitation will be issued if DCRB decides that the information is necessary in submitting Proposals, or if the lack of said information would be prejudicial to any prospective offeror. Oral explanations or instructions given by DCRB officials before the award of the contract will not be binding.

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

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

## G.9 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the CCO a protest no later than five (5) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the CCO prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing. The CCO shall issue a Final Decision with regard to the protest. An appeal of the CCO's Final Decision shall be filed only in The Superior Court of the District of Columbia.

## G.10 ACKNOWLEDGMENT OF AMENDMENTS

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

## G.11 PROPOSALS WITH OPTION PERIODS

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

## G.12 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

**G.12.1** Name, address, telephone number and federal tax identification number of offeror;

**G.12.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**G.12.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## G.13 GENERAL STANDARDS OF RESPONSIBILITY

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

**G.13.1** To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with labor and civil rights laws and rules.

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging DCRB;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**G.13.2** If the prospective contractor fails to supply the information requested, the CCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CCO shall determine the prospective contractor to be non-responsible.

# SECTION H: EVALUATION FACTORS

## H.1. BASIS FOR AWARD

### H.1.1 Best Value

(a) Award will be made to the Offeror:

(1) Whose offer is judged to be an integrated assessment of the evaluation criteria to be the most advantageous to the Board based on technical merit and price; and

(2) That the DCRB deems responsible in accordance with its Procurement Manual

(b) Best Value Determination

(1) The technical merit of the quote is significantly more than the price, and price must be fair and reasonable.

(2) The DCRB may choose an offer other than the lowest price quote if it is determined by value analysis, or technical/cost tradeoffs, that the Proposals become more technically equivalent, then price becomes more important

(c) Offerors are advised that award may be made without discussion or any contact with the offerors concerning the offers received. Therefore, offers should be submitted initially on the most favorable terms that the offeror can submit.

(d) Price evaluation will be based on the sum of the total estimated prices of the base contract and any options.

(e) Affordability. The pricing submitted will be assessed for affordability. The Board will not make an award for any quote that proposes prices that would render the procurement impossible. Failure to sign the certification in Section B of this solicitation will disqualify the offer submitted in response to this solicitation.

## H.2. Preferences for Certified Business Enterprises

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

### H.2.1. Application of Preferences

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

**H.2.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the proposal price for a proposal submitted by the SBE in response to this Invitation for Proposals (IFB).

**H.2.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the ROB in response to this IFB.

**H.2.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the proposal price for a proposal submitted by the LRB in response to this IFB.

**H.2.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LBE in response to this IFB.

**H.2.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DZE in response to this IFB.

**H.2.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the DBE in response to this IFB.

**H.2.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the VOB in response to this IFB.

**H.2.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the proposal price for a proposal submitted by the LMBE in response to this IFB.

### H.2.2 Maximum Preference Awarded

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

### H.2.3 Preferences for Certified Joint Ventures

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

### H.2.4 Verification of Offeror's Certification as a Certified Business Enterprise

**H.2.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CCO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**H.2.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program

441 Fourth Street, NW, Suite 970N
Washington DC 20001

**H.2.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

### H.3 EVALUATION OF OPTION PERIODS

DCRB will evaluate proposals for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate DCRB to exercise them. The total DCRB's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

## SECTION I: TERMS AND CONDITIONS

### A. Reservations

DCRB reserves the right to reject any and all offers.

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

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

### B. Confidentiality

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

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

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

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

### C. Indemnification

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

### D. Sole Property

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

**E. Contractual Requirements**

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

**F. Complete Contract**

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

**G. Prohibition Against Contingent Fees**

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

**H. Assignment**

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

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

Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**I. Severability**

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

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

**J. Notices**

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

**K. Maintenance of Books and Records**

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

**L. Termination for Cause or Convenience**

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

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

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

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

A. Contractor shall immediately cease performing the terminated work unless directed otherwise.

B. Contractor shall be reimbursed for agreed upon fees and expenses incurred in preparing to perform the terminated work.

C. Contractor shall not be compensated for anticipated future profit for the terminated work.

**M. Warranty**

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

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

**N. Successor Contract**

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

**O. Taxes**

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

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

> DCRB is Exempt from Federal Excise Tax- Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.
>
> DCRB is Exempt from Sales and Use Tax – Registration No. 53-6001131, The District of Columbia Office of Tax and Revenue.

**P. Payment and Invoicing**

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

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

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

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

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

## Q. Dispute Resolution

A. The parties waive the right to trial by jury in any judicial action, proceeding or counterclaim arising from this Contract that is not resolved by mutual Contract.

B. Any legal proceedings involving this contract shall be filed with a District of Columbia court with subject matter jurisdiction, and District of Columbia law shall apply, excluding its choice of law provisions.

C. Pending a final settlement of or a final decision from a court on an action or appeal of, a dispute or a claim asserted by the Contractor against DCRB, the Contractor shall proceed diligently with performance of the Contract in accordance with its terms and conditions.

## R. Inspection of Goods and Services

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

## S. Security and Background Checks

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

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

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

- A list of the anticipated threats and hazards that the contractor must guard against;
- A description of the safeguards that the contractor must specifically provide; and

- Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

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

## T. Governing Laws

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

## U. Freedom of Information Act

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

## V. Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

**W. Force Majeure**

Neither party shall be liable to the other for any loss, injury, delay, damages or other casualties suffered due to strikes, riots, fires, acts or omissions or the failure to cooperate by any third party, force majeure, acts of government, or any cause whether similar or dissimilar to the foregoing, beyond the reasonable control of such party.

**X. Modification of Contract**

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

**Y. Waiver**

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

**Z. Quality**

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

## AA. Appropriation of Funds

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

# APPENDIX A

Board Lock-Out Rule

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

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

"Unauthorized contact" means communication between the offeror and a Board Member or employee of DCRB other than:

1. In the ordinary course of performing an existing contract;

2. In connection with an expired or terminated contract;

3. In the ordinary course of participating in the source selection process (e.g., responding to an invitation from DCRB to submit written questions at a pre-Offerors conference or participating in contract discussions;

4. Regarding a matter unrelated to procurement; or

5. As a matter of public record.

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

# APPENDIX B

Procurement and Conflict of Interest Rules

## CHAPTER 2

## Ethics

**2.1 Policy**

**2.2 General Standards of Ethical Conduct**

**2.2.1 Employees**
**2.2.2 Non-Employees**

**2.3 Sanctions**

**2.3.1 Employees**
**2.3.2 Non-Employees**

**2.4 Conflict of Interest**

**2.4.1 Employees**

**2.5 Personal Gain**

**2.5.1 Employees**

**2.6 Restrictions on Employment of Present and Former Employees**

**2.6.1 Employees**
**2.6.2 Offeror, Contractor, or Subcontractor**

## 2.1 Policy

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

## 2.2 General Standards of Ethical Conduct

### 2.2.1 Employees

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

### 2.2.2 Non-Employees

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

## 2.3 Sanctions

### 2.3.1 Employees

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

### 2.3.2 Non-Employees

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

## 2.4 Conflict of Interest

### 2.4.1 Employees and Trustees

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

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

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

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

## 2.5 Personal Gain

### 2.5.1 Employees

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

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

## 2.6 Restrictions on Employment of Present and Former Employees

### 2.6.1 Employees

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

### 2.6.2 Offeror, Contractor, Subcontractor

An offeror, contractor, subcontractor shall not:

1. Employ for a period of 24 months after separation a Board employee to work on a Board project on which the employee directly worked. The Executive Director may change this limitation period if it is determined that it is in the Board's best interests after review and recommendation by the General Counsel.

2. At any time after granting employment to any Board employee who participated in the selection of the contractor, participated in the approval of a contract or contract

modification with the contractor, or supervised the contract implementation, allow such employee to work under the Board's contract resulting from the selection or approval.

3. Offer to perform work for the Board premised on the hiring of a Board employee to perform part of the work that may reasonably be expected to participate in the selection of that contractor, participate in the approval of a contract or contract modification with that contractor, or supervise contract implementation.

4. Perform work for the Board under the supervision, direction, or review of a Board employee who was formerly employed by the contractor without notifying the contracting officer in writing.

5. Allow the relative of a Board employee or Trustee to work on a contract for which the employee has any direct responsibility or supervision.

6. Permit any person whose employment the Board terminated, except pursuant to a reduction in force by the Board, other than pursuant to a reduction in force, to work on any Board contract or project.

7. Offer or grant a Board employee relative of Board employee, directly or indirectly, any benefit such as a gift, gratuity, favor, compensation, offer of employment, or any other thing having more than nominal monetary value or any other thing of value.

# APPENDIX C

DCRB's PII Policy

# APPENDIX D

DCRB's Information Security Policy

# APPENDIX E

DCRB's Confidentiality Agreement