



# **District of Columbia Retirement Board**

## **(DCRB)**

Request for Proposals for Employee Classification and  
Compensation Study

**Solicitation Number: DCRB-16-033**

**Release Date: September 13, 2016**

**Eric Stanchfield, Executive Director**

900 7<sup>th</sup> Street, N.W. Second Floor, Washington, DC 20001



<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Employee Classification and Compensation Study		Page of Pages 1   48	
			2. Contract Number  RB-16-033	3. Solicitation Number  DCRB-16-033	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued  9/13/2016
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, if hand carried to the bid counter located at Above Address or if electronically, send to place specified in Item 10. C until 5:00 local time 13-Oct-16  
(Hour) (Date)

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

10. For Information Contact	A. Name Neda Bolourian		B. Telephone (Area Code) 202 (Number) 343-3200 (Ext)		C. E-mail Address <a href="mailto:dcrb.procurement@dc.gov">dcrb.procurement@dc.gov</a>
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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
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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**AWARD (TO BE COMPLETED BY GOVERNMENT)**

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

22. Name of Contracting Officer (Type or Print) Eric Stanchfield, Executive Director	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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## **ARTICLE I. DCRB OBJECTIVES AND REQUIREMENTS**

### **A. Overview**

The District of Columbia Retirement Board (“DCRB” or the “Board”) is requesting proposals from qualified compensation firms or vendors to conduct a classification and compensation study for DCRB employees. The selected vendor is expected to make recommendations for modifications to the existing classification and compensation system, or the implementation of a new system.

### **B. Background**

DCRB is an independent agency of the District of Columbia created by Congress in 1979 under the Retirement Reform Act (“Reform Act,” Pub. L. 96-122, codified at D.C. Code §§ 1-701 et seq.). The Board was given exclusive authority and discretion to manage and control the Police Officers and Fire Fighters’ Retirement Fund and the Teachers’ Retirement Fund (collectively referred to as the “Fund”), which had a market value of \$6.5 million as of March 31, 2016. In addition, the Board is responsible for administering the District of Columbia Teachers’ Retirement Plan and the District of Columbia Police Officers and Firefighters’ Retirement Plan (referred to as the “Plans”) as well as post-retirement benefit programs for participants and beneficiaries of those Plans, including frozen federal predecessor plans that are the responsibility of the Federal Government.

DCRB works closely with various District agencies in administering retirement benefits, as well as the U.S. Department of the Treasury’s Office of DC Pensions (ODCP).

Employing approximately 55 employees, DCRB manages pension assets and administer benefits for nearly 25,000 active and retired plan participants. A link is available for the most recent DCRB Comprehensive Financial Annual Report. Additional information about DCRB can be found at [www.dcrb.dc.gov](http://www.dcrb.dc.gov).

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

DCRB is seeking a qualified vendor to review and analyze DCRB’s current compensation structure and practices and recommend changes to ensure that the compensation structure and practices provide for internal equity and external competitiveness, and support the current and future needs of the agency. DCRB anticipates all work described in this solicitation will be completed within a six (6) month time frame beginning with contract award.

Critical Tasks associated with achieving this outcome include:

#### **1. Participate in Post Award/Kick-Off Meeting and Project Plan;**

- a. Participate in Post Award/Kick-Off meeting with senior DCRB staff and stakeholders to gain an in-depth knowledge of DCRB and its classification and compensation program.

- b. Develop, submit and, after DCRB approval, successfully manage an overarching project plan including project milestones, key stakeholders, tasks, deliverables and timelines for the recommended compensation program. The plan should be cost effective and time efficient and provide for consistent communication with the DCRB's classification and compensation team during its execution. The Plan should be developed and regularly updated using generally acceptable project management practices and procedures (Project Management Institute ion equal.)
2. **Review, revise, and update DCRB's current position descriptions** to ensure that they are current, consistent, and standardized. The vendor will take pre-existing, electronically available DCRB position descriptions and standardize their format. Descriptions should reflect defensible position differences, include career progression (if applicable), and articulate required experience and education requirements. The descriptions also should be fully compliant with current employment law (e.g., Fair Labor Standards Act, Americans with Disabilities Act, etc.). The vendor will review, edit and update up to 50 descriptions in a Word Document format. Vendors may ask specific questions of the responsible DCRB supervisor about job duties, skill and experience requirements, or any other areas necessary for determining scope of position and responsibilities.
3. **Conduct a market-pay analysis for all DCRB positions**, using public- and private-sector data in all relevant industries (e.g., retirement, insurance, investments/financial services, government, and administrative). A tailored market survey of all positions will be developed and sent to a vendor-recommended and DCRB-approved list of comparable organizations. Additionally, a sufficient number of published survey data (vendor recommended and acquired) will be analyzed by the vendor to verify and compare the results of the tailored survey. The two data sources may be used to develop a market estimate for each appropriate position.
4. **Apply market data and whole-job analysis for those positions without sufficient market data**, to ensure the internal equity and external competitiveness for each position.
5. **Meet, as needed, with the DCRB Board of Trustees** to discuss policies, preliminary/final recommendations, and potential impacts.
6. **Provide supporting documentation and guidance to DCRB Human Resources on the classification and compensation structure** This may include (but not be limited to) draft policy and policy-administration guidance on: system administration, hiring reclassification requests, promotions, demotions, equity adjustments, merit pay, "detail" pay, "red-circled" employees, range progression, structure adjustments, and overtime compensation and methodology for newly created positions.
7. **Issue reports and present information and recommendations on-site, as needed.** The vendor will furnish six (6) paper copies to DCRB staff along with an electronic copy of all materials. All data and materials remain the property of DCRB at the conclusion of the study.

DCRB shall provide copies of all current position descriptions, organizational charts, the current compensation schedule, and relevant background material to assist the selected vendor in the study. DCRB will consider only proposals for the services as described above.

**D. Deliverables**

<b>Task Number</b>	<b>Description of Work (Sec. B, Scope of Work)</b>	<b>Submittal Requirements/Format</b>	<b>Acceptance Criteria</b>
1	(a) Participate in Post Award/Kick Off meeting  (b) Develop, submit and successfully manage an overarching project plan.	Meeting to be held at DCRB with full representation by the vendor  Project plan uses Project Management Institute standards or equal	Vendor actively and positively participates  a) clearly presented, detailed plan demonstrating a clear understanding of the project and achievement of desired outcomes within a six (6) month period. b) Delivered within 5 business days after the Post Award/Kick Off meeting c) Managed effectively to stated timelines and outcomes.
2	Review, revise, and update DCRB's current position descriptions	Received from and returned to DCRB in electronic format (Microsoft Word)	Clearly written, properly formatted, and error-free. Delivered on time, per the agreed upon schedule.
3	Conduct a market-pay analysis for all DCRB positions	Professionally accepted documentation format or combination of formats (e.g., Microsoft Word, PowerPoint, Project, or Excel).	Analysis should be clearly presented. All sources should be cited—completely and accurately. Delivered on time, per the agreed upon schedule.
4	Apply market data and whole-job analysis for those positions without sufficient market data	Professionally accepted format or combination of formats.	Analysis should be clearly presented. All sources should be cited—completely and accurately. Delivered on time, per the agreed upon schedule.
5	Meet, as needed, with the DCRB Board of Trustees	In-person meeting(s)—as identified in the project plan and agreed to by DCRB.	All meeting material must be delivered in advance to the DCRB project team. Sufficient time must be allowed in the project plan for DCRB review and vendor revisions. Vendor must be fully prepared to

<b>Task Number</b>	<b>Description of Work (Sec. B, Scope of Work)</b>	<b>Submittal Requirements/Format</b>	<b>Acceptance Criteria</b>
			effectively respond to Trustee questions.
6	Provide supporting documentation and guidance to DCRB Human Resources	Delivered in Microsoft Word. Other documentation may be submitted in other formats (e.g., PowerPoint presentations, Excel spreadsheets, etc.)	Clearly written and compliant with all applicable laws (e.g., FLSA, EEO, etc.). All sources should be cited—completely and accurately. Delivered on time, per the agreed upon schedule.
7	Issue reports and present information and recommendations on-site, as needed	Delivered in Microsoft Word. Other documentation may be submitted in other formats (e.g., PowerPoint presentations, Excel spreadsheets, etc.)	Analysis should be clearly presented. All sources should be cited—completely and accurately. Delivered on time, per the agreed upon schedule.

**E. Schedule of Events**

The following is the schedule of events for this RFP. Dates listed below may be amended as appropriate by DCRB and participating vendors will be notified.

<b>Activity</b>	<b>Scheduled Date</b>
Release of RFP	September 13, 2016
Deadline for Questions	September 23, 2016
DCRB Response to Offeror Questions	October 3, 2016
Proposal Due Date	October 13, 2016

**F. Point of Contact**

This RFP is issued by DCRB and is subject to the Board’s lock-out rule, procurement and conflict of interest rules. Further, from the issue date of this RFP until a successful vendor is

selected, there shall be no communication by contractors with any DCRB Board or staff members other than the DCRB designee. Failure to comply with this provision will result in proposal rejection and disqualification.

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

<b>Name:</b>	<b>Yolanda Smith</b>
<b>Address:</b>	District of Columbia Retirement Board 900 7 <sup>th</sup> Street NW; Suite 200 Washington, D.C. 20001
<b>Telephone:</b>	(202) 343-3200  FAX: (202) 566-5000
<b>E-Mail:</b>	<u><a href="mailto:DCRB.procurement@dc.gov">DCRB.procurement@dc.gov</a></u>

**G. Questions and RFP Amendment**

All questions must be submitted in writing via e-mail by 5:00pm September 23, 2016, to “[DCRB.procurement@dc.gov](mailto:DCRB.procurement@dc.gov).” All questions must include the name of the firm and the name of the submitter. Answers to all questions will be posted on DCRB’s website ([dcrb.dc.gov](http://dcrb.dc.gov)) not later than 5:00pm on October 3, 2016.

**H. Basis of Award**

This procurement will be awarded on a Best Value basis with technical being more important than price. DCRB will not make an award to an offeror if the DCRB determines that an offeror does not have the technical ability to successfully perform 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, the DCRB shall not make an award at a significantly higher overall price to achieve only slightly superior service. DCRB reserves the right to award this effort based on the initial offers received. 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.

The offerors proposal should be organized and presented in two (2) separate sections (Technical and Price).

## **I. Technical Proposal**

The technical proposal will consist of the following sections. Each section is described in detail in the sections below. The total number of pages in the Technical proposal is limited to 25 pages.

### 1. Cover Page

The cover page shall identify the solicitation number, solicitation title, and the offeror name.

### 2. 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 as well as the 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. The cover letter should acknowledge review and understanding of any and all amendments. This section will not be counted toward the page limitation requirement. However, please limit the cover letter to no more than two pages.

### 3. Technical Approach and Methodology

Please describe your organization's methodology and approach to address and achieve each of DCRB's organizational and business needs as described in Section B. Scope of Work, in this RFP.

### 4. Assigned Staff's Experience

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

- a. Individual's name
- b. Individual Role and Responsibilities
- c. Task Area that individual will be supporting
- d. Years of Professional experience in the area he/she will be supporting
- e. Highest Degree Attained/Degree Area
- f. Professional Certifications as it relates to this proposal
- g. Experience in successfully leading and managing engagements similar to DCRB's.

### 5. Past Performance

The Offeror shall identify three (3) examples of recent (within the last three years) of highly comparable engagements. The identified contracts can be with government, non-profit, or commercial concerns.

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

For each engagement, the Offeror shall provide the following narrative information:

Description of the planning and implementation process and how its scope relates to DCRB's engagement:

- a. Explanation of how this engagement is relevant to DCRB's requirements.
- b. Description of the significant achievements, challenges, or obstacles that were encountered and the measures taken to overcome them.

## 6. Schedule

DCRB anticipates this effort can be completed within a 6 month period commencing with contract award. Based on the level of effort described in this RFP, please propose a milestone schedule/timeline for this effort including all major tasks and deliverables including planned performance outcomes for each within the 6 month period. The format must use generally acceptable project management procedures and practices (Project Management Institute or equal).

## 7. Assumptions, Limitations, And Constraints

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

## 8. Organizational and Consultant Conflict of Interest (OCCI) Mitigation Plan

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

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

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

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

## **J. Management of Services**

After contract award, the following activities will occur in order to fulfill DCRB's requirements:

1. DCRB anticipates issuing a series of sequential Task Orders to the successful Offeror for each segment of work described in Section B, Scope of Work. Each Task Order will describe: a) the work to be performed, b) the time allowed for performance, and c) expected outcomes.
2. The successful Offeror shall, in turn, submit a response to the Task Order including a "fixed price" for all services to be performed based on the labor hour categories and labor hour rates submitted by the successful Offeror in response to this proposal.
3. DCRB and the successful Offeror shall negotiate the terms of the Task Order.
4. The successful Offeror shall be paid the negotiated fixed price Task Order amount based on the successful completion of each Task.

## **K. Price Proposal**

DCRB anticipates awarding a fixed price/level of effort contract. The price used for evaluation and award purposes will be based on total anticipated cost contained in the successful Offeror's cost proposal.

An Offeror proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performances, the technical proposal, 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 Offerors understanding of the nature and scope of the work required and may adversely impact the Offerors 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 Offerors ability to perform and the risk of its approach.

The Offeror shall provide pricing in the following matrix:

Identify all labor hour categories which will be used for this engagement for each Task, the total number of estimated hours, the cost per hour and the total anticipated cost for each task and the total anticipated cost for the overall engagement.

**Cost Matrix**

<b>Task #</b>	<b>Labor Hour Cat(s)</b>	<b>Number of Hours (anticipated)</b>	<b>Labor Hour Cost (per hour)</b>	<b>Total Cost (anticipated)</b>
1.	a. b. c.			
2.	a. b. c.			
3.	a. b. c.			
4.	a. b. c.			
5.	a.			

<b>Task #</b>	<b>Labor Hour Cat(s)</b>	<b>Number of Hours (anticipated)</b>	<b>Labor Hour Cost (per hour)</b>	<b>Total Cost (anticipated)</b>
	b. c.			
6.	a. b. c.			
7.	a. b. c.			
<b>Total</b>	_____	_____	_____	\$ _____

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

Price proposals shall be no more than five (5) pages, excluding a cover page. Pages exceeding this limit shall not be considered or evaluated.

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

- (a) Fee structures for other public agency clients and any reduced fees offered to other municipalities, governmental entities or nonprofit firms.
- (b) Information on how you propose to keep track of, and charge for, any expenses. (Incidental office expenses will not be reimbursed for this work. No fees or expenses will be paid for travel time or mileage). Include in your proposal any assumptions on which your hourly fee is based.
- (c) A certification that the proposed hourly rates do not exceed the lowest hourly rates charged to any entity of the District of Columbia or any

Federal, State, or local government entity for performing similar types of work of similar size scope.

- (d) A certification that if, subsequent to award of a contract, hourly rates charged to any District of Columbia, Federal, State, or local government entity for performing similar types of work become lower than the hourly rates specified in the contract, the Offeror shall promptly notify DCRB and substitute the lower hourly rates for all future work.

## **L. Proposal Preparation, Submission, and Evaluation**

### **1. 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 offerors in preparing responses to this RFP or for negotiations associated with award of a contract.

It is the sole responsibility of the offerors 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”).

### **2. 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.

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

### **3. 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.

DCRB defines a *proposal modification* as a change made to a submitted 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.

DCRB defines a *proposal revision* as a change to a proposal made after the solicitation closing date at the request of or as allowed by the Chief Contracting Officer ("CCO") as the result of negotiations.

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

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.

The offeror may withdraw its submission proposal at any time before award.

### **4. Method of Proposal Submission**

The offeror's proposal must be submitted electronically via e-mail to the RFP point of contact no later than 5:00 PM Eastern Daylight Time on October 13, 2016 in .pdf format to [DCRB.Procurement@dc.gov](mailto:DCRB.Procurement@dc.gov). 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.

### **5. Proposal Format**

To maximize efficiency and minimize the time for proposal evaluation, the Offeror must 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:

- a. 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

- b. 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 shall not be construed as DCRB endorsement of specified products.
- c. 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.
- d. Page Limitations: Each technical proposal, not including title pages, cover pages, and introductions cannot exceed 25 pages. When both sides of a sheet display printed material, it shall be counted as two pages. Included in the page count are separate pages providing graphics, charts, illustrations and pictures.
- e. 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 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.

## **6. Evaluation of Proposals**

The evaluation process will be conducted in three phases:

**Phase 1:** The Source Selection Evaluation Board (SSEB) will evaluate technical proposals consistent with the evaluation criteria in this solicitation. Offerors whose proposals meet or exceed DCRB's requirements will be further evaluated on price. Based on the review of both technical and price proposals, with technical being more important than price, the SSEB will identify those offerors with whom DCRB reserves the right to conduct negotiations.

**Phase 2:** DCRB reserves the right to negotiate with those offerors it considers eligible for award based on the evaluation of each offerors technical and price proposal.

**Phase 3:** DCRB anticipates those offerors being considered for award will be required to make one or more presentations to DCRB's Executive Staff and the DCRB Board of Trustees as part of the overall evaluation and award process.

### **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. ***Past performance*** relevant to this RFP, including recent and relevant services provided to similar type and sized clients including experience in successfully designing and implementing pay plans and overall classification and compensation systems, gathering data, performing job analysis and evaluation, and conducting and analyzing salary survey data.
2. ***Technical approach and methodology*** including the offeror’s conceptual approach to meeting each of the RFP’s requirements.
3. ***The qualification of the offeror’s proposed primary staff*** who will be leading this engagement.
4. ***Proposed Milestone/schedule timeline*** including identification and description of proposed major tasks and deliverables and overall time for completion.

**Technical Evaluation Rating**

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

This methodology will be used to evaluate the overall technical proposal as well as the approach to addressing each of DCRB’s business needs described in Section B.

## **M. Notification of Award**

A contract will be awarded to an offeror based on the evaluation of the RFP response considering both technical and cost.

After the contract has been awarded, DCRB will notify the unsuccessful offerors.

Each initial offer should be submitted on the most favorable terms from a price and services standpoint that the Offeror can submit to the 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.

## ARTICLE II: DCRB's 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, 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, reserves the right 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 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 DCRB, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify and exonerate same against and in respect of any and all claims, demands, damages, actions, costs, charges, losses, liabilities, and deficiencies, including legal fees and expenses, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of 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 DCRB 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**

1. 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.

2. 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. DCRB's Executive 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 DCRB.

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<sup>th</sup> 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](mailto: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 Chief 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 agreement.
- 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. 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**

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.

**U. Insurance Requirements**

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

business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Offeror shall ensure that all policies provide that the DCRB shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Offeror shall provide the DCRB with ten (10) days prior written notice in the event of non-payment of premium.

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

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

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

c. Professional Liability (Errors and Omissions) Insurance. The Offeror shall provide evidence satisfactory to the DCRB with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The Offeror shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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 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 CCO.

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](mailto: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.

#### **V. 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.

#### **W. 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.

**X. 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.

**Y. 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.

**Z. 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 contract with Members or employees of the District of Columbia Retirement Board until such time as the Offeror is notified an award has been made or the solicitation has been canceled, whichever occurs first.

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

1. In the ordinary course of performing an existing contract;
2. In connection with an expired or terminated contract;
3. In the ordinary course of participating in the source selection process (e.g., responding to an invitation from the Board to submit written questions at a pre-Offerors conference or participating in contract discussions);
4. Regarding a matter unrelated to procurement; or
5. As a matter of public record.

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

## **APPENDIX B**

### ***Procurement and Conflict of Interest Rules***

#### **CHAPTER 2**

#### **Ethics**

- 2.1 Policy
- 2.2 General Standards of Ethical Conduct
  - 2.2.1 Employees
  - 2.2.2 Non-Employees
- 2.3 Sanctions
  - 2.3.1 Employees
  - 2.3.2 Non-Employees
- 2.4 Conflict of Interest
  - 2.4.1 Employees
- 2.5 Personal Gain
  - 2.5.1 Employees
- 2.6 Restrictions on Employment of Present and Former Employees
  - 2.6.1 Employees
  - 2.6.2 Offeror, Contractor, or Subcontractor

#### 2.1 Policy

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

#### 2.2 General Standards of Ethical Conduct

##### 2.2.1 Employees

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

##### 2.2.2 Non-Employees

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

#### 2.3 Sanctions

##### 2.3.1 Employees

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

### 2.3.2 Non-Employees

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

## 2.4 Conflict of Interest

### 2.4.1 Employees and Trustees

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

- The employee or Trustee or any relative of the employee or Trustee has a financial interest pertaining to the procurement;
- The employee or Trustee or any relative of the employee or Trustee has a financial interest in a business or organization pertaining to the procurement; or
- The employee or Trustee or any relative of the employee or Trustee has an agreement or arrangement for prospective employment with a business or organization involved with the procurement.

## 2.5 Personal Gain

### 2.5.1 Employees

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

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

## 2.6 Restrictions on Employment of Present and Former Employees

### 2.6.1 Employees

An employee who participates in the selection of a contractor, participates in the approval process of a contract or contract modification, or supervises contract implementation shall not be

employed by the contractor in question with respect to the performance of the contract in which the employee participated.

#### 2.6.2 Offeror, Contractor, Subcontractor

An Offeror, contractor, subcontractor shall not:

1. Employ for a period of 24 months after separation a Board employee to work on a Board project on which the employee directly worked. The Executive Director may change this limitation period if it is determined that it is in the Board's best interests after review and recommendation by the General Counsel.
2. At any time after granting employment to any Board employee who participated in the selection of the contractor, participated in the approval of a contract or contract modification with the contractor, or supervised the contract implementation, allow such employee to work under the Board's contract resulting from the selection or approval.
3. Offer to perform work for the Board premised on the hiring of a Board employee to perform part of the work that may reasonably be expected to participate in the selection of that contractor, participate in the approval of a contract or contract modification with that contractor, or supervise contract implementation.
4. Perform work for the Board under the supervision, direction, or review of a Board employee who was formerly employed by the contractor without notifying the contracting officer in writing.
5. Allow the relative of a Board employee or Trustee to work on a contract for which the employee has any direct responsibility or supervision.
6. Permit any person whose employment the Board terminated, except pursuant to a reduction in force by the Board, other than pursuant to a reduction in force, to work on any Board contract or project.
7. Offer or grant a Board employee relative of Board employee, directly or indirectly, any benefit such as a gift, gratuity, favor, compensation, offer of employment, or any other thing having more than nominal monetary value or any other thing of value.

## **APPENDIX C**

### ***DCRB's PII Policy***



**District of Columbia Retirement Board**

# **Personally Identifiable Information Policy**

May 8, 2015  
Version 2.1

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

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

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## Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Clay Pendarvis	8/14/13
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0.3	Review of Knowledge Editing	Tony Phan Mark Bojeun	8/16/13
0.4	Language Edit and Layout Editing	Justin Baker	8/19/13
0.5	Review of Language and Layout Editing	--	--
0.6	Management Editing	Leslie King	8/27/13
0.7	Review of Management Editing	Justin Baker	8/28/13
0.8	Final Editing	Justin Baker	8/28/13
1.0	Delivery	Peter Dewar	8/28/13
2.0	Annual Review and Updates	Adu Poku Justin Baker	1/13/15
2.1	Updated Section 3.7	Adu Poku Ferdinand Frimpong	5/8/15

## Approval

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

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

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

## Personally Identifiable Information Policy

### 1.0 Purpose

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

### 2.0 Scope

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

### 3.0 Policy

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

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

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

#### 3.1 Vendors

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

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

### 3.2 PII Retention

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

### 3.3 PII Training

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

### 3.4 PII Audit(s)

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

### 3.5 Data Breaches/Notification

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

### 3.6 Data Access

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

### 3.7 Data Storage, Transmission and Transportation

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

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

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

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

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

## 4.0 Policy Enforcement

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

## 5.0 Policy Owner

DCRB IT Security is responsible for this policy.

## 6.0 Policy Review

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

Issue Date of Policy: January 2015

Next Management Review Date: January 2016

## 7.0 Policy References

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

## **APPENDIX D**

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



**District of Columbia Retirement Board**

# **Information Security Policy**

January 13, 2015  
Version 2.0

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

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

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## Revision History

Version	Description of Change	Author/Reviewer	Date
0.1	Technical Authoring	Mark Bojeun Tony Phan	10/18/2012 8/11/13
0.2	Knowledge Edit	Clay Pendarvis Ferdinand Frimpong Mark Bojeun	8/15/13
0.3	Review of Knowledge Edit	Mark Bojeun	8/15/13
0.4	Language Edit and Layout Edit	Justin Baker	8/16/13
0.5	Review of Language and Layout Edit	--	--
0.6	Management Review	Peter Dewar Leslie King	8/21/13 8/27/13
0.7	Final Editing	Justin Baker	8/28/13
1.0	Delivery	Justin Baker	8/28/13
2.0	Annual Review and Updates	Adu Poku Justin Baker	1/13/15

## Approval



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

1/14/15

\_\_\_\_\_  
Date

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

# Information Security Policy

## 1.0 Purpose

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

## 2.0 Scope

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

## 3.0 Policy

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

### 3.1 General Information Security

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

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

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

### 3.2 Agency Security

DCRB IT will do the following to ensure agency security:

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

### 3.3 Asset Classification and Control

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

### 3.4 Authentication

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

### 3.5 Remote Device Protection

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

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

### 3.6 Personnel Security

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

### 3.7 Physical Security

DCRB IT will do the following to ensure physical security:

- Restrict physical access to the DCRB information resource assets and infrastructure to individuals who require that access to perform their job function.
- Prevent unauthorized access, damage, or interference to DCRB premises and information by not giving unauthorized individuals access to the DCRB physical IT environment without formal escort.

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

- Prevent loss, damage, or compromise of processing equipment or network components.
- Place critical, sensitive business information processing facilities in secure areas that are protected by a defined security perimeter with appropriate security barriers and entry controls that protect them from unauthorized access, damage, and interference.
- Protect, at a minimum, all other processing facilities with a single security perimeter from unauthorized access, damage, and interference.
- Locate equipment in secured areas (Equipment located in areas where DCRB is unable to maintain a secure perimeter shall be locked in a secured cabinet with access controlled by DCRB IT Security. Secured cabinets or facilities shall support further segregation within the DCRB IT organization based on role and responsibility.)
- Protect infrastructure and related computing equipment from power failures and other electrical anomalies.
- Protect power and telecommunications cables carrying data or supporting information services from unauthorized interception or damage.
- Configure all endpoints that provide access to all systems so that a screensaver with password protection engaged or another lock-down mechanism that prevents unauthorized viewing of screen information or unauthorized access to the system will automatically be implemented if the system has been left unattended.
- Orient all computing platforms with attached displays away from direct line of sight from unauthorized viewers.

### 3.8 Communication and Operations Management

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

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

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

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

DCRB uses multi-factor authentication to access its production environment. DCRB will do the following to ensure protected VPN remote access:

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

### 3.10 Personally Identifiable Information (PII)

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

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

### 4.0 Policy Enforcement

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

### 5.0 Policy Owner

DCRB IT Security is responsible for this policy.

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

## 6.0 Policy Review

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

Issue Date of Policy: January 2015

Next Management Review Date: January 2016

## 7.0 Policy References

- ISO 20000
- Information Technology Infrastructure Library (ITIL) standards
- DCRB IT Asset Classification and Control Policy (January 13, 2015)
- DCRB IT VPN Access Control Policy (January 13, 2015)
- DCRB IT Physical Access Control Policy (January 13, 2015)
- DCRB IT Anti-Virus Access Control Policy (January 13, 2015)
- DCRB IT Information Security Incident Management Policy (January 13, 2015)
- DCRB IT Access Control Policy (January 13, 2015)
- DCRB IT Personally Identifiable Information (PII) Policy (January 13, 2015)
- DCRB IT Internet Access and Use Policy (January 13, 2015)
- DCRB IT Data Retention and Destruction Policy (January 13, 2015)
- DCRB Employee Handbook (November 2012)

## **APPENDIX E**

### ***DCRB's Confidentiality Agreement***

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

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

1. I understand that in performing the duties for which I have been retained, I may see and have access to confidential, sensitive and/or private information (hereafter “Confidential Information”). For purposes of this Agreement, Confidential Information” means any fact, matter, document, or file in any form (oral, hard copy, or electronic), disclosed to me or known by me as a consequence of my contract and not generally known outside of DCRB and the District government.
2. I am responsible and accountable for safeguarding the integrity, security, and confidentiality of personnel and retiree records, regardless of form, and must protect such records from unauthorized access, use, modifications, destruction or disclosure.
3. During my contract term and after my contract is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any Confidential Information, in any form, except to the extent such disclosure, discussion or sharing is authorized by the DCRB Contracting Officer Technical Representative or Project Manager [and/or the appropriate data steward].
4. I will not use Confidential Information for my own personal purposes, and I am prohibited from using personnel and retiree information for commercial solicitation, sale, personal gain or interest, or for any other unauthorized purpose.
5. I will not copy or remove from the DCRB records, any materials containing Confidential Information, except to the extent that I am given written permission to do so by the DCRB Contracting Officer Technical Representative or Project Manager. I must be sensitive to individual rights to personal privacy and must not disclose Confidential Information from any personnel or retiree records, unless disclosure is authorized in the performance of my assigned duties, or required by statute, regulation, or procedures.
6. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.
7. I must safeguard automated personnel records and maintain proper computer security at all times by not leaving my terminal unattended while logged onto any DCRB or District government computer system or network, not revealing passwords or logon identification information, and not providing access to the computer systems or networks to unauthorized

individuals.

8. I will not discuss or share with any unauthorized person, group or department, inside or outside of DCRB, any conclusions that I or others draw from Confidential Information, if discussing or sharing those conclusions would reveal any Confidential Information.
9. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from the Contracting Officer Technical Representative or Project Manager. [and/or the appropriate data steward] before engaging in any conduct that could jeopardize the confidentiality of the information.
10. If I become aware that a breach of confidentiality has occurred due to my own or others' acts or omissions, I will immediately notify the DCRB Contracting Officer Technical Representative or Project Manager [the appropriate data steward, and/or the DCRB General Counsel].
11. Upon termination of my assignment or as requested by the Contracting Officer Technical Representative or Project Manager, I will return all materials containing Confidential Information to the DCRB Contracting Officer Technical Representative or Project Manager [or his/her designee.]
12. I understand that if I knowingly make an unauthorized disclosure of information, either directly or indirectly, or access and use information for personal gain or interests, or for any other unauthorized purpose, I will be subject to contract termination and I may also be subject to federal and District of Columbia civil or criminal actions.

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

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

---

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