District of Columbia Retirement Board (DCRB)

Request for Proposal for Professional Contracting Specialist Services

Solicitation Number: DCRB-14-021

Release Date: March 5, 2014

Eric Stanchfield, Executive Director
900 7th Street, N.W. Second Floor, Washington, DC 20001

A. OVERVIEW

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

The DCRB seeks the services of a full time (40 hours per week) Contract Specialist to support its procurement activities. The individual will report to the DCRB Procurement Manager and will work closely with DCRB Procurement staff, program office staff, and commercial vendors in all phases of the DCRB's procurement program.

The DCRB is guided by the "DCRB Procurement Manual" which is based broadly on the Federal Acquisition Regulation. The Contract Specialist will not be performing any inherently governmental activities.

The DCRB anticipates awarding a firm fixed price contract based on both technical/professional business competencies and price with technical/professional business competencies being given greater consideration than price. The award will be for a base period of six months with an option period, to be exercised at the DCRB's sole discretion, for an additional period of six months.

B. Scope of Services

The Contract Specialist must have *demonstrated* technical and professional experience in all three phases of acquisition process equal to GS-1102-11/12 Contract Specialist: Pre-Solicitation, Solicitation and Award, and Post Award/Contract Management.

- Pre-Solicitation
    - Determining need
    - Planning for acquisitions
    - Conducting market research
    - Developing quality statements of work for services and products
    - Determining methods of procurement
    - Developing purchase requests

- Solicitation and Award
    - Determining contract type
    - Structuring solicitations
    - Soliciting offers from the commercial market place
    - Receiving and reviewing offers
    - Communicating with program staff and offerors
    - Assisting in the source selection process
    - Preparing award documents

- Post Award/Contract Management
    - Planning for contract administration
    - Coordinating contract administration activities including monitoring, inspection/acceptance, and contract modifications
    - Closing-out contracts

Professional Business Competencies

The Contract Specialist must have successfully *demonstrated* the following professional business competencies:

- Oral and written communication
- Team Work
- Problem solving
- Attention to detail
- Customer service
- Interpersonal skills
- Integrity and honesty
- Flexibility
- Reasoning

NOTE: In executing the above duties and responsibilities, the Offeror is not to perform any inherently governmental activities, including the development of DCRB IT policy and the direction and supervision of DCRB employees. When working with DCRB staff and other commercial Offerors, the Offeror's role will that of a coordinator or project liaison.

C. Deliverables

The following details the deliverables/services to be provided to the District of Columbia Retirement Board in performance of a subsequent contract.

Deliverable	**Tasks**	**Quality Requirements**
Pre-Solicitations Tasks	• Conducts market research • Meets with customers to plan for acquisitions • Assists in the development of SOWs • Assists in the development of Purchase Requests	• Incumbent works positively with Procurement Office staff and customers • Incumbent's work is professional in nature- complete, timely and error free • Incumbent makes positive contributions to the procurement process • Incumbent demonstrates a professional knowledge of government acquisition principles and a well-rounded use of professional business competencies
Solicitation and Award Tasks	• Recommends contract type • Structures and create RFP's and RFQ's	• Incumbent works positively with Procurement Office staff and customers

	• Solicits offers /quotes form the commercial marketplace • Receives and reviews offers • Assists in the source selection process • Prepares award documents including memorandum and correspondence (paper and electronic)	• Incumbent's work is professional in nature- complete, timely and error free • Incumbent makes positive contributions to the procurement process • Incumbent demonstrates a professional knowledge of government acquisition principles and a well-rounded use of professional business competencies
Post Award/Contract Management	• Assists in planning for contract administration • Coordinates and performs co0ntract administration activities • Works actively to identify and positively resolve performance issues • Assist in contract close-out	• Incumbent works positively with Procurement Office staff and customers • Incumbent's work is professional in nature- complete, timely and error free • Incumbent makes positive contributions to the procurement process • Incumbent demonstrates a professional knowledge of government acquisition principles and a well-rounded use of professional business competencies

D. PROPOSALS

SCHEDULE OF EVENTS

The following is the schedule of events this RFP process. Dates listed below may be amended as appropriate by DCRB and changes will be made available on its web site-www.DCRB.dc.gov.

Activity	Scheduled Date
Release of RFP	March 5, 2014
Deadline for Questions	March 12, 2014
DCRB Response to Offeror's Questions	March 18, 2014
Proposal Due Date	March 31, 2014

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

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

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

F. QUESTIONS AND RFP AMENDMENT

All Offeror questions must be submitted in writing via e-mail to Yolanda Smith. All questions must include the name of the firm and the name of the submitter. Responses to all questions received in proper time frames will be made in writing and made available at www.dcrb.dc.gov.

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

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

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

G. PROPOSAL PREPARATION

I. GENERAL

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

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

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

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

II. Submission of Proposals

Offerors must prepare and submit both a technical proposal and a price proposal separately for each nominee they want to have considered.

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 to the Point of Contact identified in this solicitation in their entirety.

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

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

III. Withdrawal/Modification(s) of Proposals

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

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

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

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

IV. Method of Proposal Submission

The Offeror's proposal must be submitted electronically via email no later than 5:00 PM Eastern Standard Time on March 31, 2014. Offerors must comply with the detailed instructions for the format and content of the proposal (s); if the proposal(s) does not comply with the detailed instructions for the format and content, the proposal(s) may be considered non-responsive and may render the Offeror ineligible for award.

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

V. Proposal Format

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

1. 8.5 x 11 inch paper · Single-spaced typed lines · No graphics or pictures other than those required · Tables are allowed for the list of key personnel · 1 inch margins · Times New Roman 12-point Font in text · No hyperlinks · Microsoft Word 2003 software or later version· The Offeror shall insert their company's name in the filename; all files named with the file extension .doc
2. Information provided on any other sized paper besides 8.5 x 11 inch paper, will not be evaluated. Instructions regarding use of certain electronic products listed herein should not be construed as DCRB endorsement of specified products.
3. Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.
4. Page Limitations: Each technical proposal, not including title pages, cover pages, and introductions cannot exceed 6 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.
5. Cover Page, and Table of Contents: Each proposal will include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number and title, and the Offeror's name. The Table of Contents shall identify, by content, the page number of each section of the proposal. These pages will not be counted toward the page limitation requirement.

VI. Restriction on disclosure and use of data

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

1. Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the DCRB and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the

submission of this data, the DCRB shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the DCRB right to use information contained in this data if it is obtained from another source without restriction."

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

VII. PROPOSAL ORGANIZATION

Technical Proposal

The proposal shall be limited to the following:

a. Cover Letter

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

b. Assignment:

The Offeror must include the following information about the person(s) they propose as Contract Specialist:

- Individual's Name
- Years of Professional Experience;
- Highest Degree Attained/Degree Area
- Relevant Professional Certifications (FAC-C Level I, II, or III; CPPB, CPPO, etc.)

c. 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. 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.

If a contractor 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 additional to any remedies that may be otherwise permitted by the contract or operation of law.

d. Past Performance:

The documentation shall be organized as follows and shall, at a minimum, provide the following:

The Offeror shall identify three (3) contract efforts performed by their nominee(s) within the last three years or work that is ongoing. The contracts identified should demonstrate the nominee's

in-depth knowledge and practical procurement experience in successfully performing tasks in each of the three phases of the procurement process. The description should also include clear examples of how the nominee successfully demonstrated professional business competencies. The identified contracts can be with Federal, District of Columbia, commercial or other customers.

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

The offeror must submit both a technical and a price proposal to be considered for award. The technical proposal and price proposal must be contained in separate documents.

Price Proposal

The DCRB anticipates awarding a labor hour contract for all services described in this request. The offeror shall submit pricing for performing all work/services described in this RFP in table format outlining the Contract Line Item (CLIN).

B.1 Base Period (Six Months)

CONTRACT LINE ITEM NO. (CLIN)	**Labor Hour Category**	**Labor Hour Rate**
1001	Contract Specialist	

B.2 Option Period One (Six Months)

CONTRACT LINE ITEM NO. (CLIN)	**Labor Hour Category**	**Labor Hour Rate**
1001	Contract Specialist	

DCRB will base its award on its analysis of both the offeror's technical and price proposals with the technical proposal being given more weight. The offeror must include option period prices in its submission. A proposal may be determined to be nonresponsive if it does not include the option period. The award will be based on combining the prices of the base period and the option period based on a 2080 hour schedule.

DCRB reserves the right to not make an award.

Price proposals shall be no more than one (1) page 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 contractor shall promptly notify DCRB and substitute the lower hourly rates for all future work.

DCRB is subject to the annual appropriations process of the District of Columbia government that culminates in an appropriation act passed by the U.S. Congress and signed the President of the United States. Funds for the base period and additional option period(s) are subject to the availability of funds.

H. Evaluation of Proposals

I. Basis for Award

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

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

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

The DCRB reserves the right to award this effort based on the initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and services standpoint which the Contractor can submit to the DCRB. However, the DCRB also reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted, the availability of funds, and other factors.

II. Technical Evaluation Criteria

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

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

1. Demonstrated successful performance in all three phases of the procurement process at the GS-1102-11/12 level.

2. Demonstrated successful performance of the contract specialist professional business competencies.

III. Technical Evaluation Rating

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

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

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

I. Reservations

DCRB reserves the right to reject any and all offers.

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

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

J. Confidentiality

Confidential Information is any and all information which is proprietary, confidential, secret or otherwise, not generally known to the public, including personal and identifying information concerning participants in the Retirement Funds. Confidential Information shall not include

information which, as established by credible evidence: (a) is or becomes public knowledge without any action by, or involvement of, the party receiving the Confidential Information hereunder: (b) is independently developed by the receiving party without the use of the other party's Confidential Information: (c) is already known to the receiving party at the time of disclosure under this Agreement without restriction of confidentiality: (d) is disclosed to the receiving party by a third party who is entitled to disclose it without restriction of confidentiality: or (e) the disclosing party subsequently approves for disclosure without restrictions.

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

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

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

K. Sole Property

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

L. Contractual Requirements

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

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

M. Contract Term and Option Period(s)

The term of the contract shall be for a base period of six (6) months from date of award. DCRB's Chief Contracting Officer may extend the term of the contract for one six (6) month option period, or successive fractions thereof, by written notice to the Offeror before the expiration of the contract; provided that DCRB will give the Offeror preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit DCRB to an extension. The exercise of any option is subject to the availability of funds at the time of the exercise of the option. The Offeror may waive the preliminary notice requirement by providing a written waiver to the Chief Contracting Officer, and the Procurement Manager, prior to expiration of the contract.

If DCRB exercises contract option(s), the extended contract shall be considered to include this option provision. The price for the option period(s) shall be as specified in the Price Proposal and is subject to negotiations. The total duration of the contract, including the exercise of any options under this clause, shall not exceed one (1) year.

N. Termination for Cause/Convenience

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

If DCRB proposes terminating the contract for cause, DCRB shall first give thirty (30) 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 COTR or his designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan in response to the notice to cure shall result in DCRB terminating the contract for cause.

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

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

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

O. Cancellations

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

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

P. Security and Background Checks

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

The background check must be returned in a favorable status prior to the Offeror's staff commencing work on this contract. The background check shall be performed by the District of Columbia's Metropolitan Police Department located at 300 Indiana Avenue, N.W., Washington, DC 2001. The cost of the background check is $35.00 per individual and must be paid directly by Offeror.

Q. DCRB Responsibilities

In performance of duties outlined in the solicitation and a resulting contract, DCRB shall be responsible for the following:

1. Make the necessary office space and equipment available at its 900 Seventh Street, NW, Washington, DC location,
2. Purchase the necessary portal hardware, software and related services.

R. Support Hours

Contractor's personnel shall perform services five (5) days a week, Monday through Friday. Contractor shall have the consent of the COTR to schedule flexible work hours between 7:30 a.m. through 5:30 p.m., but shall ensure that Contractor's personnel works an eight (8) hour shift daily and that smooth and efficient operations are not interrupted.

Contractor's personnel shall take a lunch break for a period not-to-exceed one (1) hour daily that is not chargeable to DCRB. Contractor shall not charge DCRB for time-off, holidays, vacation, or for any time Contractor's personnel is not performing services under the contract.

Contractor shall observe all District Government holidays and, in the event of backlogs, overtime may be authorized only by the COTR in writing. Overtime will not be guaranteed nor paid without prior written authorization from the COTR.

S. 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.

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

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

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

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

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

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

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

Yolanda Smith
Contract Specialist
District of Columbia Retirement Board
900 7th Street, NW, 2nd Floor
Washington, DC 20001; (202) 343-3200

The Offeror agrees that 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.

APPENDIX A

Procurement and Conflict of Interest Rules

CHAPTER 2

Ethics

2.1 Policy
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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:

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

2. 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; or3. 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 B

DCRB's PII Policy dated August 28, 2011

Information Technology
Excellence through Innovation

District of Columbia Retirement Board

Personally Identifiable Information Policy

in compliance with ISO 20000

August 28, 2013
Version 1.0

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Revision History

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Approval

Peter Dewar, Director of Information Technology, DCRB

8/28/13
Date

Personally Identifiable Information Policy

1.0 Purpose

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

2.0 Scope

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

3.0 Policy

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

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

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

3.1 Vendors

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

3.2 PII Retention

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

3.3 PII Training

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

3.4 PII Audit(s)

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

3.5 Data Breaches/Notification

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

3.6 Data Access

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

3.7 Data Transmission and Transportation

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

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

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

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

4.0 Policy Enforcement

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

5.0 Policy Owner

DCRB IT Security is responsible for this policy.

6.0 Policy Review

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

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

7.0 Policy References

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