AMENDMENT OF SOLICITATION					1. Solicitation Number:	Page of Pages		
					DCRB-2023-RFP-0001			
						1	12	
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Pu	rchase Requ	iest No.	5. Solicitation Caption			
A 0001	Car Diada 160	1	950		DCRB Trustee Board Elect	on Servi	ces	
A0001 6. Issued by:	See Block 16C	7	7. Administered by (If other than line 6)					
Procurement Office	Code		Execut	•				
District of Columbia Retire				olumbia Retirement Board				
900 7th Street, NW, 2nd F	loor		900 7t	h Stree	et, NW, 2nd Floor			
Washington, DC 20001					DC 20001			
8. Name and Address of Offeror (No. street, city, county, state and zip code)			X		nendment of Solicitation No.: B-2023-RFP-0001			
					ed (See Item 11)			
					1-2023			
				10A. M	odification of Contractor/Order No.			
				10B. Da	ated (See Item 13)			
	DUNS #	TIN			(
		NLY APPLIES TO						
					fied for receipt of Offers \square is extended icitation or as amended, by one of the form			
(a) By completing Items 8 and 15 at	nd returning one (1) copy	of the amendmen	t: (b) By a	cknowle	dging receipt of this amendment on eac			
					dment number. FAILURE OF YOUR	LID AND E	NATE:	
					EIPT OF OFFERS PRIOR TO THE HO t you desire to change an offer already			
be made by letter or fax, provided e					his amendment, and is received prior to			
and date specified.12. Accounting and Appropriation Data	(If Required)							
12. Accounting and Appropriation Data	13. THIS ITEM APPLIE				NTRACTORS/ORDERS,			
A This change order is issued		E CONTRACT/ORI			AIBED IN ITEM 14 forth in Item 14 are made in the contract/order.	er no in item	10A	
					anges in paying office, appropriation data etc			
pursuant to the authority of 7	DCMR, 1604.2		e changes (si	uch as ch	anges in paying office, appropriation data etc	.) set fortil fi	11 item 14,	
C. This supplemental agreeme								
					sing Option Years; Contract Modification; C with proposal submission to the issuing office		ination	
14. Description of Amendment/l feasible.).	Modification (Organize	ed by UCF Section	on headin	gs inclu	nding solicitation/contract subject m	atter where	e	
ŕ	equest For Quote ()	RFP) question	ıs is exte	ended 1	to close of business, Thursday	r_		
June 8, 2023.	equest 1 of Quote (di i) question	15 15 07100	ilaca (to crose of susmess, indistaly	,		
· ·	FP technical and co	st proposal si	ıbmissio	n is ex	xtended to 2:00 p.m. (EST) Fr	idav.		
June 16, 2023.		. r . r			r ()	, , , , , , , , , , , , , , , , , , ,		
,								
Except as provided herein, all terms and								
15A. Name and Title of Signer (Type or	print)	16A. Name of Ch	nef Contrac	ting Offic	cer			
		Gianpiero J	P Balest	trieri, l	Executive Director			
15B. Name of Contractor	15C. Date Signed	16B. District of C	of Columbia Retirement Board 16C. Date Signed					
	Signed							
			06/05/2023					
		\(\nu\)		No		33/30//	_0_0	
(Signature of person a	authorized to sign)				(Signature of Contracting Officer)			

AMENDMENT OF	SOLICITATION		3. Solicitation Number:	Page o	f Pages	
Amendment A000	1		DCRB-2023-RFP-0001	2	12	
3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation C	aption			
See Block 16C	4950	DCRB Trustee Board Election Services				

3. Section I.9 Insurance Requirements are replaced by Attachment 1, Revised RFP Insurance Requirements.

Questions and Answers:

4. **Question 1:** Regarding the current cost structure of the RFP (on pages 3 through 7), a suggestion to streamline the price structure. For the base period and each option period there are scheduled elections which may or may not be required based on the number of potential candidates AND there may be the need for a Special Election for any of the six (6) employee groups. We would strongly recommend requesting pricing for each employee group for both the base period and each option year.

The current price schedule lists the minimum quantity as 1 and the maximum quantity as 1,648 for the base period and each option year. These quantities don't appear to match the DCRB scheduled elections and would not cover any special election needs.

Reevaluating the fact that it is quite common to have unscheduled special elections or for some groups to be uncontested in any given election year cycle, we would recommend having line items for each election by membership group, for each Base Period. The quantities are estimates and DCRB will need to provide more accurate counts within the amended RFP:

Response 1: It has been determined that Special Elections are rare and the need to insert Price Schedules for each contract period and member group will create an unnecessary administrative burden. If prices are required for a special election the prices for the special election will be requested at that time and the special election executed via a Task Order under the executed contract.

The tentative contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. District and DCRB IDIQ contract Price Schedules, as a rule, establish a minimum quantity of one (1) and a maximum quantity that is an estimate given the data currently available at the time. Per Section B.3 of the RFP, "the Contractor shall furnish to DCRB, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity for each Contract Line-Item Number [CLIN]. DCRB may or may not order the minimum quantity for each CLIN depending on the need. In addition, "there is no limit on the number of orders that may be issued." The Price Schedule base and option period quantities and been adjusted to reflect current data and estimates.

The RFP Price Schedule is hereby replaced by the ATTACHMENT 2 - RFP REVISED PRICE SCHEDULE. (attached).

5. **Question 2**: Is there flexibility with the Insurance Requirement limits?

Response 2: Please see the revised RFP Section I.9 Insurance Requirements at Attachment 1.

AMENDMENT OF SO	OLICITATION		6. Solicitation Number:	Page of	f Pages
Amendment A0001			DCRB-2023-RFP-0001	2	12
3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation C	aption		
See Block 16C	4950	DCRB Tr	ustee Board Election Services		

6. **Question 3:** Please provide additional instructions on how to submit our proposal PDF file at the link provided: https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilogj Currently there is no option to drop the file. Is it a requirement of the vendor to pay for the Box.com service to submit the proposal?

Response 3: Offerors have two options to submit their proposals: (1) Offerors may create a Box account and upload there proposal directly to the solicitation Box location at https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilogj; or (2) Offerors may submit their proposal submission directly to both albert.walker2@dc.gov and dcrb.procurement@dc.gov.

AMENDMENT A0001 - DCRB-2023-RFP-0001 DCRB TRUSTEE BOARD ELECTION SERVICES

ATTACHMENT 1

I.9 INSURANCE

General Requirements:

- 1) The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the 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 Contracting Officer. 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-/VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under the contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit, in writing, the name and brief description of work to be performed by the subcontractor to the CA for compliance review. DCRB will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from DCRB specific insurance requirements for the subcontractor, such subcontractor shall, at a minimum, have the same insurance requirements as the Contractor.
- 2) All required policies shall contain a waiver of subrogation provision in favor of the Board and Government of the District of Columbia.
- 3) The Board and Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as additional insureds for claims against the Board and/or the Government of the District of Columbia relating to the contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insureds. Additional insureds status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the Contracting Officer in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the

ATTACHMENT 1 AMENDMENT A0001 - DCRB-2023-RFP-0001 REVISED RFP INSURANCE REQUIREMENTS

- additional insureds arising out of the performance of the contract by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insureds.
- 4) If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the Board and the Government of the District of Columbia requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

Insurance Requirements

- 5) Commercial General Liability Insurance ("CGL"). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- 6) <u>Workers' Compensation Insurance</u>. The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- 7) Employer's Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of 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.
- 8) Cyber Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in the contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the CA for compliance review.

ATTACHMENT 1 AMENDMENT A0001 - DCRB-2023-RFP-0001 REVISED RFP INSURANCE REQUIREMENTS

- Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Board and/or the Government of the District of Columbia and that continuous coverage will be maintained, or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
- 10) Commercial Umbrella or Excess Liability. The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits.
- 11) All insurance required by this paragraph shall include a waiver of subrogation endorsement for the benefit of the Board and the Government of the District of Columbia.
- 12) The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Board and/or Government of the District of Columbia.
- 13) The Contractor shall carry all required insurance until all work under the contract is accepted by the Board and shall carry listed coverages for a minimum of five (5) years following final acceptance of the work performed under the contract.
- 14) These are the required minimum insurance requirements established by the Board. However, the required minimum insurance requirements provided above will not in any way limit the Contractor's liability under the contract.
- 15) The Contractor and subcontractors are solely responsible for any loss or damage to their personal property. A waiver of subrogation shall apply in favor of the Board and the Government of the District of Columbia.
- 16) The Board shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the costs related to the contract.
- 17) The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the Contracting Officer with an

ATTACHMENT 1 AMENDMENT A0001 - DCRB-2023-RFP-0001 REVISED RFP INSURANCE REQUIREMENTS

updated Certificate of Insurance should its insurance coverages renew during the contract.

- 18) The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to the CA.
- 19) The Contracting Officer may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the Contracting Officer prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the Contracting Officer on an annual basis as the coverage is renewed (or replaced).
- 20) Contractor agrees that the Board and/or the District may disclose the name and contact information of its insurers to any third party which presents a claim against the Board and /or the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, or subcontractors in the performance of the contract.
- 21) All Contractor's and its subcontractors' insurance required in connection with the contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.
- 22) The Contractor 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
albert.walker2@dc,gov and
DCRB.Procurement@dc,gov

AMENDMENT A0001 - DCRB-2023-RFP-0001 DCRB TRUSTEE BOARD ELECTION SERVICES

ATTACHMENT 2

B.4.0 REVISED PRICE SCHEDULE

B.4.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	e Per nit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001	Paper Election Notice Package • Election Notice • Election Schedule • Statement of Candidacy Form • Validation of Statements of Candidacy • Determination Eligibility and Ineligibility Replacement • Election Notice Packages • Drawing of Lots	\$ each	1	\$	1,648	\$
0002	Paper Ballot Package Official Ballots Return Envelopes Qualifications Statements	\$ each	1	\$	1,648	\$
0003	Replacement and Provisional Ballots	\$ each	1	\$	100	\$
0004	Special Notices and/or Updates	\$ each	1	\$	100	\$
0005	Interactive Voice Response (IVR) Telephone Voting System					\$
0006	Internet Voting System					\$
0007	Ballot Counting, Tabulation and Reporting of Election Results					\$
8000	Personnel Costs					Not To Exceed (NTE) \$
0009	Travel Costs					NTE \$
Grand To	tal for Base Period					\$

B.4.2 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	ce Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001	Paper Election Notice Package Election Notice Election Schedule Statement of Candidacy Form Validation of Statements of Candidacy Determination Eligibility and Ineligibility Replacement Election Notice Packages Drawing of Lots	\$ each	1	\$	12,369	\$
1002	Paper Ballot Package Official Ballots Return Envelopes Qualifications Statements	\$ each	1	\$	12,369	\$
1003	Replacement and Provisional Ballots	\$ each	1	\$	100	\$
1004	Special Notices and/or Updates	\$ each	1	\$	100	\$
1005	IVR Telephone Voting System					\$
1006	Internet Voting System					\$
1007	Ballot Counting, Tabulation and Reporting of Election Results					\$
1008	Personnel Costs					NTE \$
1009	Travel Costs					NTE \$
Grand To	tal for Option Period 1					\$

B.4.3 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description		ce Per Init	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001	Paper Election Notice Package	\$	each	1	\$	4,017	\$
2002	Paper Ballot Package Official Ballots Return Envelopes Qualifications Statements	\$	each	1	\$	4,017	\$
2003	Replacement and Provisional Ballots	\$	each	1	\$	100	\$
2004	Special Notices and/or Updates	\$	each	1	\$	100	\$
2005	IVR Telephone Voting System						\$
2006	Internet Voting System	-					\$
2007	Ballot Counting, Tabulation and Reporting of Election Results						\$
2008	Personnel Costs						NTE \$
2009	Travel Costs						NTE \$
Grand To	tal for Option Period 2						\$

B.4.4 OPTION PERIOD THREE

Contrac t Line Item No. (CLIN)	Item Description	Price Per Unit		Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001	Paper Election Notice Package	\$	each	1	\$	3,708	\$
3002	Paper Ballot Package • Official Ballots • Return Envelopes • Qualifications Statements	\$	each	1	\$	3,708	\$
3003	Replacement and Provisional Ballots	\$	each	1	\$	100	\$
3004	Special Notices and/or Updates	\$	each	1	\$	100	\$
3005	IVR Telephone Voting System						\$
3006	Internet Voting System						\$
3007	Ballot Counting, Tabulation and Reporting of Election Results						\$
3008	Personnel Costs						NTE \$
3009	Travel Costs						NTE \$
Grand To	tal for Option Period 3	•					\$

B.4.5 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description		ce Per Jnit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4001	Paper Election Notice Package	\$	each	1	\$	1,605	\$
4002	Paper Ballot Package • Official Ballots • Return Envelopes • Qualifications Statements	\$	each	1	\$	1,605	\$
4003	Replacement and Provisional Ballots	\$	each	1	\$	100	\$
4004	Special Notices and/or Updates	\$	each	1	\$	100	\$
4005	IVR Telephone Voting System						\$
4006	Internet Voting System	_					\$
4007	Ballot Counting, Tabulation and Reporting of Election Results						\$
4008	Personnel Costs						NTE \$
4009	Travel Costs	-					NTE \$
Grand To	tal for Option Period 4	•					\$