

SOLICITATION, OFFER, AND AWARD		Caption DCRB Trustee Board Election Services		Page of Pages 1 55	
Contract Number TBD	3. Solicitation Number DCRB-2023-RFP-0001	4. Type of Solicitation <input type="checkbox"/> Invitation For Bids (IFB) <input checked="" type="checkbox"/> Request For Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 05/24/2023	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> CBE Designated Category	
7. Issued By: Procurement Office District of Columbia Retirement Board 900 7 th Street, N.W., Suite 200 Washington, D.C. 20001		8. Address Offer to: Executive Office District of Columbia Retirement Board 900 7 th Street, N.W., Suite 200 Washington, D.C. 20001			

NOTE: In sealed proposal solicitations "offer" or "offeror" means "bid or "bidder"

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule via electronic format via <https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilogi> by **2:00 p.m. (EST)** local time **June 14, 2023**. **CAUTION:** Late submission, Modifications and Withdrawals: See 7 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.

10. For Information Contact	A. Name		B. Telephone		C. E-mail Address
	Albert Walker		(Area Code) 202	(Number) 343-3204	(Ext) albert.walker2@dc.gov and dcrb.procurement@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28-41
X	B	Supplies or Services and Price/Cost	2-7	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	8-16	X	J	List of Attachments	42
X	D	Packaging and Marking	18	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18	X	K	Representations, certification, and other statements of offerors	43
X	F	Period of Performance/Deliverables	19-20	X	L	Instructions, conditions & notices to Offerors	44-52
X	G	Contract Administration Data	21-24	X	M	Evaluation factors for award	53-55
X	H	Special Contract Requirements	25-27				

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date
15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above – Refer to section G		17. Signature	18. Award Date

AWARD (TO BE COMPLETED BY DISTRICT OF COLUMBIA RETIREMENT BOARD)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Chief Contracting Officer (Type or Print) Gianpiero JP Balestrieri Executive Director	23. Signature of DCRB Chief Contracting Officer	24. Award Date



Government of the District of Columbia



District of Columbia Retirement Board

DCRB Trustee Board Election Services

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

B.1 The District of Columbia Retirement Board (DCRB) seeks a Contractor to perform its Election Official duties and responsibilities including conducting, operating, and managing DCRB's annual and special elections for the Board of Trustees.

B.2 DCRB contemplates the award of an Indefinite Delivery-Indefinite Quantity (IDIQ) contract type in accordance with 7 DCMR 1610.2 (c).

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

- a) 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.
- b) There is no limit on the number of orders that may be issued. DCRB may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and DCRB's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

B.4.0 PRICE SCHEDULE

B.4.1 BASE PERIOD

Contract 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)
0001	Paper Election Notice Package <ul style="list-style-type: none"> • 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	\$	1648	\$
0002	Paper Ballot Package <ul style="list-style-type: none"> • Official Ballots • Return Envelopes • Qualifications Statements 	\$ each	1	\$	1648	\$
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					\$
0008	Personnel Costs					Not To Exceed (NTE) \$
0009	Travel Costs					NTE \$
Grand Total for Base Period						\$

DCRB Trustee Board Election Services

B.4.2 OPTION PERIOD ONE

Contract 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)
1001	Paper Election Notice Package <ul style="list-style-type: none"> • 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	\$	1648	\$
1002	Paper Ballot Package <ul style="list-style-type: none"> • Official Ballots • Return Envelopes • Qualifications Statements 	\$ each	1	\$	1648	\$
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 Total for Option Period 1						\$

DCRB Trustee Board Election Services

B.4.3 OPTION PERIOD TWO

Contract 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)
2001	Paper Election Notice Package <ul style="list-style-type: none"> • 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	\$	1648	\$
2002	Paper Ballot Package <ul style="list-style-type: none"> • Official Ballots • Return Envelopes • Qualifications Statements 	\$ each	1	\$	1648	\$
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 Total for Option Period 2						\$

DCRB Trustee Board Election Services

B.4.4 OPTION PERIOD THREE

Contract 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 <ul style="list-style-type: none"> • 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	\$	1648	\$
3002	Paper Ballot Package <ul style="list-style-type: none"> • Official Ballots • Return Envelopes • Qualifications Statements 	\$ each	1	\$	1648	\$
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 Total for Option Period 3						\$

DCRB Trustee Board Election Services

B.4.5 OPTION PERIOD FOUR

Contract 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)
4001	Paper Election Notice Package <ul style="list-style-type: none"> • 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	\$	1648	\$
4002	Paper Ballot Package <ul style="list-style-type: none"> • Official Ballots • Return Envelopes • Qualifications Statements 	\$ each	1	\$	1648	\$
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 Total for Option Period 4						\$

DCRB Trustee Board Election Services

SECTION C - SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK:

The District of Columbia Retirement Board (DCRB) seeks a Contractor to conduct, operate, and manage DCRB's annual and special elections for the Board of Trustees and perform its Election Official duties and responsibilities pursuant to DCRB's Election Rules in accordance with 7 DCMR §§ 1511-1524 which is published on DCRB's website at www.dcrb.dc.gov.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title
1	DC Code	§ 1-71 l(e)
2	DC Code	§§ 1-901.01 et seq.
3	DC Code	§§ 1-711(b)(1)(B), (b)(2), and (b)(3)(A)
4	7 DCMR	§§ 1511-1524

C.3 DEFINITIONS

Not applicable

C.4 BACKGROUND

C.4.1 The District of Columbia Retirement Board (DCRB) was created by Congress in 1979 under the District of Columbia Retirement Reform Act (Reform Act) (D.C. Official Code § 1-71 l(e)) as an independent agency of the District of Columbia (the District). DCRB is responsible for managing and controlling the assets of Police Officers and Fire Fighters' Retirement Fund and the Teachers' Retirement Fund. DCRB is also responsible for implementing and administering the retirement and post-employment benefit programs for employees of the District of Columbia Metropolitan Police Department (MPD), the Fire and Emergency Medical Services Department (FEMS), and teachers in the District of Columbia Public School (DCPS). The groups are covered under the Police Officers and Fire Fighters, and Teachers Retirement Benefit Replacement Plan Act of 1998 (Replacement Plan Act) (D.C. Official Code §§ 1-901.01 et seq.). The Reform Act provides the Board with authority to promulgate rules and regulations, adopt resolutions, issue directives for the administration and transaction of its business, and perform other functions necessary to carry out its responsibilities under the Reform Act and the Replacement Plan Act.

DCRB Trustee Board Election Services

C.4.2 DCRB has a twelve-member Board of Trustees which governs the administration and investment of fund assets used to pay retirement benefits. The Board is made up of:

- One (1) active member or officer of MPD, to be elected by the members and officers of MPD;
- One (1) retired member or officer of MPD, to be elected by the retired members and officers of MPD;
- One (1) active member or officer of the FEMS, to be elected by the members and officers of FEMS;
- One (1) retired member or officer of the FEMS, to be elected by the retired members and officers of FEMS;
- One (1) active teacher in DCPS, to be elected by the teachers of DCPS;
- One (1) retired teacher in DCPS, to be elected by the retired teachers of DCPS;
- Three (3) trustees appointed by the Council of the District of Columbia;
- Three (3) trustees appointed by the Mayor of the District; and
- The Chief Financial Officer of the District, or designee, who serves in an ex-officio capacity by virtue of the office.

C.4.3 Pursuant to DC Code §§ 1-711(b)(1)(B), (b)(2), and (b)(3)(A), the six (6) elected member representatives to serve on the Board shall be elected in a staggered one-one-three cycle as follows:

- In 2023, and every four years thereafter, one (1) retired member representative from FEMS shall be elected.
- In 2024, and every four years thereafter, one (1) active member representative from DCPS, one (1) active member representative from FEMS, and one (1) retired member representative from MPD shall be elected.
- In 2025, and every four years thereafter, one (1) retired member representative from DCPS shall be elected.
- In 2026, and every four years thereafter, one (1) active member representative from MPD shall be elected.
- Special Elections may occur at any time during the contract period.

DCRB Trustee Board Election Services

C.4.4 7 DCMR §§ 1511-1524 contain the Rules for the Election of Members to the District of Columbia Retirement Board ("Election Rules"), a copy of which is attached and incorporated by reference as Appendix A. In accordance with the Election Rules, DCRB is authorized to enter into an agreement with an election official to delegate certain functions and responsibilities vested in the Board by the Reform Act, 7 DCMR § 1511.2.

C.4.5 The Election Official shall adhere to the Election Rules without partiality toward any candidate and shall be the primary point of contact for all matters pertaining to a Board election during an election cycle; 7 DCMR § § 1511. 2 and 1511. 3. The full range of functions and responsibilities to be vested in the Election Official by the Board are outlined in the various provisions of the Election Rules.

C.5 GENERAL REQUIREMENTS

1. Contractor shall act as DCRB's Election Official pursuant to DCRB's Election Rules that are incorporated into this Contract by reference and available at 7 DCMR §§ 1511-1524, and on DCRB ' s website at www.dcrb.dc.gov.
2. The Contractor shall conduct, operate, and manage DCRB"s annual and special elections for the Board of Trustees, in accordance with the Election Rules, and other requirements or specifications which may be issued by DCRB as needed.
3. The Contractor shall have been in business at least five (5) years, have at least two (2) years' recent experience interpreting laws, rules and regulations promulgated for election services and implementing policies and procedures, and shall also have provided election services to a client within the same 2-year timeframe.

C.6 SPECIFIC REQUIREMENTS

Electoral Services: During the term of the Contract, including the base year and any exercised option years, the Board anticipates the following election cycles which will require the electoral services of Contractor:

- (a) Retired Firefighter Trustee Election, cycle beginning August 1, 2023.
- (b) Active Teacher, Active Firefighter, and Retired Police Officer Trustee Election, cycle beginning August 1, 2024.
- (c) Retired Teacher Trustee Election, cycle beginning August 1, 2025.
- (d) Active Police Officer Trustee Election, cycle beginning August 1, 2026.
- (e) Special Elections may occur at any time during the contract period.

DCRB Trustee Board Election Services

- C.6.1 Election Notice:** During each election cycle, the Contractor shall notify all qualified voters of the impending election of a trustee or trustees. The election notice shall include all the information outlined in 7 DCMR § 1512.2 including a copy of the proposed election schedule. The contractor shall not initiate the election notice without confirmation from the Contract Administrator (CA) identified in Section G.8.2.
- C.6.1.1** The Contractor shall deliver all forms, documentation, notices, and materials contemplated in the Election Notice Package. The Contractor shall disseminate materials to qualified voters identified by DCRB in its eligibility list(s).
- C.6.1.2** DCRB shall provide the eligibility list on or by August 1st annually as prescribed in DCRB's Election Rules.
- C.6.2 Election Schedule & Timing:** Pursuant to 7 DCMR § 1511.4, the election schedule provided to qualified voters by the Contractor shall include, at a minimum:
- (a) The date that the Statement of candidacy forms shall be made available to qualified voters by the Contractor:
 - (b) The date that the completed Statement of Candidacy forms must be submitted to the Contractor by qualified voters.
 - (c) The date that the Contractor shall distribute ballots to qualified voters:
 - (d) The last date, that the completed ballots must be received by the Contractor from qualified voters:
 - (e) The date that the certified election results will be published.
- C.6.3 Election Cycle and Special Elections:** Pursuant to 7 DCMR, §1510.4, except in the event extenuating circumstances or a special election and election cycle shall begin at any time of the contract year in which a qualified voter position is eligible for election to the Board. In terms of the timing of an election cycle, the 7 DCMR §1511.5 requires that the election schedule:
- (a) Allow for no fewer than twenty (20) days for qualified voters to complete and submit the Statement of Candidacy form.
 - (b) Provide for notification to nominated qualified voters of their eligibility or ineligibility to stand for election no later than ten (10) days after the due date for submission of Statement of Candidacy forms have passed, and the forms have been validated.
 - (c) Allow qualified voters no less than thirty (30) days to complete and submit election ballots.

DCRB Trustee Board Election Services

(d) Allow eligible candidates no fewer than seven (7) days to request a recount of the election ballots after the publication of the certified election results in accordance with 7 DCMR § I523.

The following tentative election schedule, and other descriptions of Election Materials refer to the 2023

Retired Firefighter Trustee Election, however, proposed offerors should assume a similar timeline and descriptions for the years 2024 and 2025.

Representative/Tentative Yearly Trustee Election Schedule	
<u>Action Item:</u>	Tentative Completion Dates:
Eligibility List provided by DCRB to the Election Official	August 1
Election Notification Packets mailed/made available to Qualified Voters	September 8
Last day to file completed Statement of Candidacy forms, including Qualifications Statements, with the Election Official	October 6
Validate Statement of Candidacy forms and Qualifications Statements	On or by October 11
Notify Qualified Voters of their eligibility or ineligibility to stand for election	On or by October 19
Last day to file a conforming Statement of Candidacy Form	On or by October 26
Validate amended Statement of Candidacy forms	On or by October 27
Drawing of Lots for ballot placement order	November 7
Ballots mailed/made available	November 16
Last day to submit ballots to Election Official	December 15
Ballot counting and verification	On or by December 18
Certify of election results to DCRB and announcement of winner	By December or a Date To Be Determined by DCRB

C.6.4 Eligibility List: DCRB will provide the Contractor with a list of eligible qualified voters on a predetermined date during an election cycle in accordance with 7 DCMR § 1511.8. DC RB may at its discretion, provide the Contractor with an updated eligibility list by approximately

DCRB Trustee Board Election Services

September of each contract period prior to ballot mailing. The eligibility list will be provided electronically and will include qualified voters: Name, last known mailing address available to DCRB, last four digits of social security number, or other identifier to be used for identification purposes only.

C.6.5 Delivery of Election Materials: Pursuant to 7 DCMR § 1511.6, election materials including schedules and notices must be delivered in a manner that is contemplated to reach the greatest number of qualified voters in a specified qualified voter category. This includes, but is not limited to: mail, electronic mailing and published on the DCRB's website or other communication portal or combination thereof provided that the method of distribution allows qualified voters a reasonable time to comply with the dates included in the election schedule for an election cycle. Any method or methods used to distribute election materials must clearly and prominently state:

- (a) That the communication is made on behalf of DCRB;
- (b) The category of qualified voter to which the communication is addressed; and
- (c) That the communication contains election materials.

C.6.5.1 Pursuant to 7 DCMR § 1519.1, the Contractor shall allow DCRB the opportunity to review and approve proofs or all election materials, including official election ballots prior to their printing or distribution to qualified voters. Time for review and approval must be built into the election schedule.

C.6.6 Validation of Statements of Candidacy: During an election cycle, the Contractor shall validate all Statement of Candidacy forms, including Qualifications Statements, in accordance with 7 DCMR §§ 1513 and 1514.

C.6.6.1 The Contractor shall notify prospective candidates of ineligibility to stand for election no later than ten (10) days after Statement of Candidacy forms are due and such forms have been validated. The Contractor shall allow certain prospective candidates to submit to the Contractor a new or amended Statement of Candidacy form no later than five (5) days after the date the notice of ineligibility was mailed. The Contractor shall provide all eligible candidates with a notice of eligibility no later than seven (7) days prior to the scheduled date of the drawing of lots for ballot order. The notification must include all of the information outlined in 7 DCMR § 1514.8.

C.6.6.2 Pursuant to 7 DCMR § 1514.11, if the Contractor certifies that only one (1) eligible candidate exists in a qualified voter category, the election shall be deemed uncontested, and no balloting shall be conducted for that voter category. *In the event of an uncontested election, the Contractor shall not assess any costs to DCRB, directly or indirectly, associated with the preparation, mailing, receipt, verification, counting or certification of any ballots.*

DCRB Trustee Board Election Services

- C.6.7 Drawing of Lots for Ballot Order.** During an election cycle, the Contractor shall conduct a drawing of lots, in accordance with 7 DCMR § 1516, to determine the order of the names of eligible candidates on the election ballots.
- C.6.7.1** Where appropriate and available, the Contractor may utilize an electronic method for drawing lots which closely resembles the in-person lottery process outlined in 7 DCMR § 1516.2, provided that the Contractor attests that the method used is confidential, secure, reliable and results in a randomized order of eligible candidates on the election ballots.
- C.6.7.2** DCRB encourages prospective offerors who propose to use an electronic method for drawings lots to provide a detailed description of their proposed method in their response, including: how any proposed technology works and how drawing of the lots would be facilitated using the proposed technology (including how eligible candidates would make any changes to transcription errors identified in their Qualifications Statement or how eligible candidates would be able to view the drawings of the lots); what hardware, software, or other equipment would be required by DCRB to utilize the proposed electronic method; and what would be the cost-savings to DCRB, if any
- C.6.8 Election Materials Content & Form.** The Contractor shall develop and make available an internet, interactive voice response ("IVR") via telephone, and paper ballot system which conforms with the deadlines and specifications of 7 DCMR §§ 1517, 1518 and 1519. The Contractor shall mail and make available ballot packages to all qualified voters and the ballot packages must include instructions for the voters to access and submit an electronic ballot, via internet and IVR, in lieu of completing a paper ballot, if the voter so desires. The Contractor must ensure that the ballot system allows for absolute secrecy, security, and accuracy. *A prospective bidder must explicitly state if they are unable to provide any component of the ballot system.*
- C.6.8.1** In accordance with 7DCMR§1519.3, the Contractor shall allow DCRB to conduct testing of any electronic or telephonic ballot system before the use of such system in an election cycle. Time for testing must be built into the election schedule. As previously noted, the Contractor shall also submit Election Materials to DCRB for approval prior to printing or distribution.
- C.6.8.2** When using a paper ballot method, election materials shall be printed, to the extent possible, on recycled paper and printed with environmentally safe ink.
- C.6.9 Outgoing & Return Envelopes for Election Notice Packages and Official Ballot Packages.**
- C.6.9.1 Election Notice Packages:** The size and style shall be determined by the Contractor. Envelopes must be printed with the following statements: "District of Columbia Retirement Board – See relevant election year and price schedule and "Notice of Election and Nomination Package" prominently displayed. Return envelopes shall be pre-addressed with the name and address of the Contractor and postage paid. The Contractor will use a U.S. Post Office- approved mail hygiene program that will pre-sort for the lowest available postal rate. Contractor will format outgoing envelope in conformity with current U.S. Postal Service

DCRB Trustee Board Election Services

standards for mass mailing to get maximum available discounts for bulk rate mail. Election Notice packages will contain the following documents as prescribed in 7 DCMR § 1512.2: a copy of the Election Schedule; the Statement of Candidacy Form and/or location where such form may be accessed; a reference to where qualified voters may access the Election Rules in their entirety; and any other information necessary for qualified voters to understand the purpose and procedures of the election.

C.6.9.2 Ballot Packages: The size and style shall be determined by the Contractor. Envelopes must be printed with the following statements: "District of Columbia Retirement Board and "Official Ballot and Instructions" prominently displayed. Return envelopes shall be pre-addressed with the name and address of the Contractor, postage-paid, and pre-printed with the unique control number included on the corresponding official election ballot. The Contractor shall use a U.S. Post Office-approved mail hygiene program that will pre-sort for the lowest available postal rate. Contractor shall format outgoing envelope in conformity with current U.S. Postal Service standards for mass mailing to get maximum available discounts for bulk rate mail.

Ballot packages shall contain the following information as prescribed in 7 DCMR § 1517:

Instruction for completing and submitting ballots; category of qualified voter from which the person is eligible to elect a representative. the name and Qualifications Statement of each eligible candidate; and instructions for requesting a replacement or provisional ballot.

C.6.10 Official Election Ballots: Size of ballot and method to be used to distinguish between multiple qualified voter categories included in an election cycle shall be determined by the Contractor. The official election ballot for each qualified voter category shall be separate and distinct from the official election ballot for any other qualified voter category in an election cycle. Each official election ballot must contain a unique control number. The Contractor shall maintain a record identifying the unique control number for each official election ballot.

C.6.11 Qualifications Statements: Each eligible candidate must submit a valid statement not to exceed 250 words, pursuant to 7 DCMR § 1514.2. Each official election ballot package must contain each eligible candidate's Qualifications Statement.

Other Services to Be Provided

1. Telephone Inquiries from Members. The Contractor shall provide Tier 1 customer service support, to include responding to questions and requests concerning the conduct of elections. Tier 1 customer service entails the Contractor being able to resolve the preponderance of common incidents and requests. The Tier 1 Customer Service shall entail the Contractor resolving issues without escalation to DCRB and is measured by prompt response time and superb customer satisfaction. Inquiries outside of scope of the conduct of the election, such as questions regarding the Election Rules, shall be referred to DCRB.

DCRB Trustee Board Election Services

2. The Contractor shall provide replacement and provisional ballots to members in accordance 7 DCMR §§ 1517.4, 1517.5 and 1517.6. Official election ballot packages shall include instructions for requesting a replacement or provisional ballot from the Contractor. Original, replacement or provisional ballots may not be provided or accepted via fax. Proposed offerors shall include, at no additional cost to DCRB within the overall cost proposal, a set number of replacement and provisional ballots, as well as a per-piece cost in the event that the number of requests exceeds the set number.
3. Contractors shall provide any special notices or updates required to be provided to qualified voters as a result of substantial or significant changes which impact qualified voters' rights or obligations during an election cycle. Examples of a special notification include, but not limited to, notification of an uncontested election or notification of changes to the election schedule.

C.6.12 Assurance of Security and Integrity of Election Process

Pursuant to 7 DCMR § 1520.9, the Contractor shall represent, warrant, and certify that the election is properly and securely held so that only qualified voters in the applicable qualified voter category may vote, that only one vote per qualified voter is recorded (whether by paper ballot or electronic ballot); and that each vote is by secret ballot such that no qualified voter is identified.

C.6.13 Ballot Counting, Tabulation and Reporting of Election Results

In accordance with 7 DCMR § 1520, the Contractor shall count, batch, and tabulate all returned official election ballots. The Contractor shall separately count, batch, and tabulate any improper election ballots, if applicable, and provide such improper election ballots to DCRB for review. Election ballots or votes deemed to be improper are outlined in 7 DCMR § 1518.1. The counting of official paper election ballots shall occur at the Contractor's offices in Washington, DC.

The Contractor shall count the ballots and complete its official voting record for the Board within three (3) days after the date that balloting is completed, but no later than seven (7) days after such date. 7 DCMR § 1520.2.

C.6.14 Personnel Requirements: The Contractor shall provide sufficient personnel to conduct on-site services as described in 7 DCMR § 1520 and 7 DCMR § 1516 on the dates specified in the election schedule. In the event the DCRB changes the scheduled date to conduct on-site tabulation of ballots, DCRB shall provide reasonable notice to the Contractor, and the Contractor shall provide personnel on the rescheduled date to fulfill its obligations as Contractor. The Contractor's personnel shall be escorted by DCRB staff at all times while providing on-site services.

C.6.15 Special Elections: Pursuant to 7 DCMR § 1524, the Contractor shall, upon notification by DCRB, conduct a special election to elect a successor trustee in the event of a trustee's death, resignation, or disqualification. The election shall be conducted in substantial conformity with the procedures set forth in the Election Rules.

DCRB Trustee Board Election Services

C.6.16 Meetings:

C.6.16.1 Kick-Off Meeting: The Contractor shall participate in a Kick-Off Meeting at least one week after contract award to discuss pending elections, actions, the requirement work performance schedule and any other related topics.

C.6.16.1 Election Cycle Debrief Meeting: As requested by the DCRB CA, the Contractor shall submit an Election Cycle Synopsis Report and/or conduct an Election Planning and Previous Election Cycle Debrief within five business days after the completion of an election cycle. The Contractor shall confirm the report format and obtain input from the CA regarding the debrief meeting agenda and topics of discussion prior to the debrief meeting.

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

SECTION D: PACKAGING AND MARKING

- D.1** PACKAGING AND MARKING instructions shall be coordinated with and confirmed by the DCRB CA identified in Section G.8.2.

The packaging and marking requirements for this contract shall be governed by DCRB's Standard Contract Provisions for use with Supplies and Services Contracts.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by DCRB's Standard and Special Provisions for use with Supplies and Services Contracts.

Deliverable INSPECTION AND ACCEPTANCE shall be coordinated with and confirmed by the DCRB CA in Section G.8.2.

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be one year from the date of the contract award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 DCRB may extend the term of this contract for two one-year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that DCRB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District of Columbia Retirement Board's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.8.2 in accordance with the following:

F.3.2 Deliverables Chart

Item#	Section	Deliverable	Frequency	Format/ Delivery Method	Due Date
1	C.6.16.1	Kick-Off Meeting	Once	Video-Teleconference	At least five (5) business days after contract award
2	C.6.2	Election Schedule	Per election cycle	Provided electronically to the Contractor by the DCRB CA	As agreed to by the Contractor and DCRB CA
3	C.6.5.1	Document Proofs	Throughout the performance of each election cycle	Electronically to the DCRB CA. The DCRB CA will approve with or without modification within five (5) business days of receipt.	Election on schedule for review and approval at least thirty (30) days prior to the start of an election cycle.
4	C.6.1 thru C.6.7.2	Election Notice Package	Per election cycle		At least ten (10) business days of scheduled commencement of materials mass production
5	C.6.9 thru C.6.10	Printing Ballots and Mailing	Per election cycle	Printed and mailed to each qualified voter	Received no later than 30 days before the date balloting is to be completed
6	C.6.13	Ballots – received and counted by the Contractor/Election Official and provided to the DCRB CA6.	Per election cycle	Electronically as agreed to by the DCRB CA and the Contractor	As proposed by the Contractor and agree to by the DCRB CA
7	C.6.16.2	Election Planning and Previous Election Cycle Debrief	As needed	Video-Teleconference	Five (5) business days after election cycle completion

DCRB Trustee Board Election Services

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** DCRB will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** DCRB will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the DCRB Chief Financial Officer with concurrent copies to the CA specified in Section G.8.2 below. The address of the Chief Financial Officer is:

Chief Financial Officer
District of Columbia Retirement Board
Accounts Payable
900 7th Street, N.W., Suite 200
Washington, D. C. 20001
dcrb.accountspayable@dc.gov

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number, purchase order number and invoice number;
- G.2.2.3** Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

DCRB Trustee Board Election Services

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 **RESERVED**

G.4 **PAYMENT**

PARTIAL PAYMENTS (Requirements)

Unless otherwise specified in the contract, payment will be made on partial deliveries of services accepted by the DCRB based upon sections B.3 (Price Schedule) and F.3 (Deliverables) if:

- a) The amount due on the deliverable warrants it; or
- b) The Contractor requests it and the amount due on the deliverable is in accordance with the following:
 - Payment will be made on completion an acceptance of each item (Section F.3) for which the price is stated in the schedule in Sections B.3 and F.3
- c) Presentation of a properly executed invoice

G.5 **ASSIGNMENT OF CONTRACT PAYMENTS**

G.5.1 The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 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).”

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

G.6 CHIEF CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of DCRB only by the CCO or designated Contracting Officers (CO) per 7 DCMR 1604.3. The contact information for the CCO is:

Gianpiero JP Balestrieri
Executive Director
District of Columbia Retirement Board
900 7th Street, NW, Suite 200
Washington, DC 20001
Email: jp.balestrieri@dc.gov

G.7 AUTHORIZED CHANGES BY THE CCO

G.7.1 COs are the only persons authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed a CO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

G.8.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the DCRB's payment provisions; and

DCRB Trustee Board Election Services

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA is:

Johniece Harris
Executive Administrator/Board Liaison
DC Retirement Board
District of Columbia Government
900 7th Street, N.W., Suite 200
Washington, DC 20001
Phone: (202) 343-3228
Email: johniece.harris@dc.gov

G.8.3 The CA shall NOT have the authority to:

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

G.8.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by a CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to DCRB, to take all corrective action necessitated by reason of the unauthorized changes.

SPACE BELOW INTENTIONALLY LEFT BLANK

DCRB Trustee Board Election Services

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The contract shall be bound by *Wage Determination No.: 2015-4281, Revision 26, dated May 10, 2023*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.5. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PREGNANT WORKERS FAIRNESS

If applicable, the Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act). The Contractor shall be responsible for determining whether and how the PPWF Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.3 UNEMPLOYED ANTI-DISCRIMINATION

If applicable, the Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.* The Contractor shall be responsible for determining whether and how the Unemployed Anti-Discrimination Act of 2012 applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.4 FAIR CRIMINAL RECORD SCREENING

If applicable, the Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). The Contractor shall be responsible for determining whether and how the Fair Criminal Record Screening Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

H.5 NON-DISCRIMINATION AND HUMAN RIGHTS ACT

If applicable, the Contractor shall comply with the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*). The Contractor shall be responsible for determining whether and how the District of Columbia Human Rights Act applies to their circumstances and may be required to provide documentation to the Board in support of the Contractor's determination.

DCRB Trustee Board Election Services

H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

Key Personnel must perform, or oversee the performance of, services under the contract.

If one or more of the Key Personnel identified becomes, or is expected to become, unavailable to perform services under for a continuous period exceeding thirty (30) business days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify the CA and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the CA or needed to approve or disapprove the proposed substitution. The Contracting Officer shall evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of Key Personnel is not reasonably forthcoming or that the proposed substitution or alternative would impair the successful completion of contract or services thereunder, the contract may be terminated by the Contracting Officer for cause or for convenience, as appropriate.

DCRB considers the following positions to be key personnel for this contract:

1. Project Manager
2. Project Coordinator

H.7 Disclosure of Litigation

Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving Contractor. Contractor shall also disclose any material litigation threatened or pending for subcontractors and/or agents. For purposes of this section, "material" refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a Proposal or execution of the contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. Contractor shall be required to file with the Board comprehensive monthly reports regarding all threatened or pending litigation involving Contractor's operations and all threatened or pending litigation that may be considered material to the overall operations of Contractor.

H.8 Continuity of Services

Contractor recognizes that the services provided under the contract are vital to the Board and must be continued without interruption and that, upon expiration or termination of the contract, a

DCRB Trustee Board Election Services

successor, or another Contractor, at the Board's option, may continue to provide these services. If another Contractor is awarded a future Agreement for performance of the required services, the original Contractor shall cooperate fully with the Board and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.9 Background Investigations and Other Integrity Requirements

The Board may initiate investigations into the backgrounds of any of Contractor's officers, principals, investors, owners, employees, vendors, Subcontractors, or Subcontractors' officers, principals, owners, employees or vendors, or any other associates of Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies. Contractor agrees that, during the term of the contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees, and owners, as well as all information about its subcontractors' officers, directors, employees, and owners, as the Board may prescribe. The Contractor also agrees that the Board may conduct background investigations of such persons.

The Board may also require that Contractor: (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing; and (2) provide documents and other information of official interest as requested by the Board.

H.10 Publicity

The award of the contract to Contractor is not in any way an endorsement of Contractor or Contractor's products or services by the Board and shall not be so construed by Contractor in any advertising or other publicity materials.

Contractor agrees to submit to the Board, all advertising, sales promotion, and other publicity materials relating to the contract, or any product or service furnished by Contractor wherein the Board's name is mentioned, language is used, or Internet links are provided from which the connection of the District of Columbia Retirement Board's name therewith may, in the Board's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the Board prior to such use.

The Space Below is Intentionally Left Blank

DCRB Trustee Board Election Services

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The DCRB's Standard and Special Provisions for use with Supplies and Services Contracts are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of the contract beyond the current fiscal year is contingent upon future fiscal appropriations. Contractor acknowledges that the Board 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 any additional option period(s) or extensions are subject to the availability of funds. The Board's liability is contingent upon and subject to the availability of appropriated funds. The legal liability on the part of the Board for the payment of any money shall not arise unless and until such appropriations shall have been provided.

All subsequent option periods are subject to availability of funding. Unless otherwise agreed to in writing between the Board and the Contractor, the effect of termination is to discharge both the Board and Contractor from future performance but not from their existing obligations. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered.

I.3 RECORD RETENTION; WORK PRODUCT

1) Record Retention

Contractor shall keep and maintain a copy of all records related to the Retirement Program, including but not limited to any pertinent transaction, activity, time sheets, cost, billing, accounting and financial records, proprietary data, electronic recordings, and any other records created in connection with the contract (the "Board Documents"), for the term of the contract and for no less than six (6) years following the date of final payment under the contract. Contractor agrees to immediately notify the Board of any changes in its record retention policies or standards.

2) Record Review and Audit

Contractor agrees that the Board, or any duly authorized representative of the Board, shall have access to and the right to examine, audit, excerpt, copy or transcribe any Board Documents at any time during the term of the contract, or at any time for up to six (6) years following the date of final payment under the contract. Upon request by the Board, Contractor shall make such Board Documents available for review during normal business hours via, at a minimum, electronic delivery. Contractor shall make available the persons responsible for maintaining the Board Documents during such review for the purpose of responding to reasonable inquiries. Contractor

DCRB Trustee Board Election Services

agrees that the Board shall be entitled to audit the books and records of Contractor to the extent such books and records relate to its performance under the contract.

3) Work Papers

The Board agrees that all “work papers” shall be the sole property of Contractor. “Work Papers,” for purposes of the contract, are defined as studies, analyses, reports, and other documents developed or prepared by Contractor independent of, and without incorporation of information, statistics, data or returns specific to the Board or supplied to Contractor by the Board, its representatives, agents, or investment managers.

4) Work Product

The Contractor agrees that all “work product” shall be the sole property of the Board. “Work Product,” for purposes of the contract, is defined as any and all studies, research, analyses, reports, writings, notes, plans, documents, data, software, processes, products, techniques, methods, or other tangible item generated or developed by Contractor with respect to, resulting from, or in connection with, the performance of the contract (either during the term of the contract or in the twelve-month period next succeeding the expiration or earlier termination hereof). Contractor shall not transfer, disclose, or otherwise use any Work Product for any purpose other than in performance of its services hereunder without the prior express written consent of the Board, which may be granted or denied in the Board’s sole discretion.

I.4 CONFIDENTIALITY OF INFORMATION

Except to the extent required by any applicable federal or District law or as otherwise agreed to by the Board and Contractor in writing, Contractor shall keep confidential any and all information concerning the affairs of the Board, the actions of Contractor taken pursuant hereto, in accordance with the terms and provisions of this contract entered into between the Board and Contractor. The Contractor is given authority hereby to disclose information, provide copies and communicate with the Board’s agents such as the Board’s legal counsel and hired investment managers.

The Board and Contractor hereby acknowledge that the Board is subject to the provisions of the District of Columbia Freedom of Information Act at D.C. Code §§ 2-531 et. seq. and that documents and other records received by the Board from the Contractor and vice versa, unless exempt by applicable law, are open to public inspection. The Board and Contractor further acknowledge that the Board is subject to the provisions of the District of Columbia Open Meetings Act at D.C. Code §§ 2-571 et. seq. and those meetings of the Board, unless subject to closure by applicable law, are open to the public.

“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

DCRB Trustee Board Election Services

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 entering into 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 the 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.

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

I.5 NON-DISCLOSURE

The Board and the Contractor shall maintain as confidential, and shall not disclose to third parties without prior written consent, any of the Parties proprietary information including, but not limited to, the Parties' business activities, practices, systems, conditions, products, services, plans, methodologies and other related materials other than the Parties' information that is: (a) known to the Parties prior to disclosure to one another; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through source other than the Parties in violation hereof; (c) made known to the Parties by a third person who is not subject to any confidentiality obligation known to the parties and such third-party does not impose any confidentiality obligation on the Parties with respect to such information; or (d) independently developed by the Parties without use of any confidential information disclosed by the Parties hereunder.

Contractor shall at all times obtain the prior written approval of the Contracting Officer before it or any of its officers, agents, employees or Subcontractors, either during or after expiration or

DCRB Trustee Board Election Services

termination of the contract, make any statement or issue any material for publication through any medium of communication, bearing on the work performed or the data collected under the contract.

Except as required by applicable legal or regulatory authority with competent jurisdiction, no information regarding the Parties' performance under the contract shall be disclosed by the Parties unless written approval is obtained in advance from the Board.

The Board shall ensure that its personnel do not disclose to any non-Board person or organization information concerning Contractor's plans, methodologies, systems, processes, or related materials, utilized to provide services under the contract.

Trade secrets or similar proprietary data which Contractor does not wish disclosed to personnel other than those involved in contract administration or execution will be kept confidential to the extent permitted. The contract shall identify and mark all proprietary materials.

I.6 INDEMNIFICATION

Contractor hereby agrees to hold harmless the Board, its members, officers, employees, agents and representatives and the District of Columbia Government, and to indemnify, defend 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 the 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.

The Contractor assumes all risks for direct or indirect damage or injury to the property or persons used or employed in the performance of the contract. Contractor shall also repair or replace any Board property that is damaged by Contractor, Contractor's officers, employees, agents, Subcontractors, or any other person acting for or by permission of Contractor while performing the work hereunder.

The indemnification obligation hereunder shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of the contract. The Board agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Board is required in connection with the settlement. Monies due or to become due to Contractor under the contract may be retained by the Board as necessary to satisfy any outstanding claim which the Board may have against Contractor.

I.6 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

DCRB Trustee Board Election Services

I.7 RIGHTS IN DATA

Definitions

- a. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
- b. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
- c. “Custom Products” - Products, preliminary, final, or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers, or agents for DCRB under the contract.
- d. “DCRB” – The District of Columbia Retirement Board.

Title to Project Deliverables

- e. The Contractor acknowledges that it is commissioned by the Board to perform services detailed in the contract. The Board shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:
 - i. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title, and interest (including patent, trademark, or copyrights). Effective upon payment, the Board shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises DCRB as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Board’s satisfaction), and distribute Existing Product to the Board’s users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District of Columbia Retirement Board. The Board agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this

DCRB Trustee Board Election Services

paragraph.

- ii. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the Board the sole and exclusive rights, title, and interest in Custom Product(s), whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.
- f. Transfers or Assignments of Existing or Custom Products by DCRB
 - i. The Board may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan during the Contractor's business.
- g. Subcontractor Rights
 - i. Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Board or the Contractor's rights in that subcontractor data or computer software which is required for the Board.

Source Code Escrow

- h. For all computer software furnished to the Board, the Contractor shall furnish DCRB, a copy of the source code with such rights of the scope as specified in this section. For all computer software furnished to the Board with the restricted rights specified, the Board shall, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Board under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- i. If the Contractor or Product manufacturer/developer of software furnished to the Board with the rights specified herein offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the Board with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the Board and who shall be directed to release the deposited source code in accordance with a standard escrow

DCRB Trustee Board Election Services

arrangement acceptable to the Board; or (3) will certify to the Board that the Product manufacturer/ developer has named DCRB as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Board, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

j. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the Board in writing.

Indemnification and Limitation of Liability

k. The Contractor shall indemnify and save and hold harmless the Board, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under the contract, or based upon libelous or other unlawful matter contained in such data.

I.8 OTHER CONTRACTORS AND SUBCONTRACTS

The Board and Contractor agree that this is a non-exclusive agreement between the Board and the Contractor and that the Board maintains the discretion to appoint, at any time, other Contractors, and advisors to advise on the administration and management of the Retirement Program. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Board contractor or by any Board employee.

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Board has the right to review and approve prior to its execution by the Contractor, if applicable. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the contract. Notwithstanding any such subcontract approved by Board, the Contractor shall remain liable to the Board for all Contractor's work and services required hereunder.

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

DCRB Trustee Board Election Services

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 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.

DCRB Trustee Board Election Services

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) **Workers’ Compensation Insurance**. 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.
- 9) **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 \$10,000,000 per claim or per occurrence for each wrongful act and \$10,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date

DCRB Trustee Board Election Services

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 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

DCRB Trustee Board Election Services

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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

To the extent applicable to the Board as an independent agency of the District, the Board shall make reasonable efforts to comply with the rules and regulations promulgated by the District's Office of Human Rights in accordance with Mayoral Order 85-85, dated July 10, 1985, Compliance with Equal Opportunity Obligations in Contracts. The Contractor shall be responsible for providing the Board with any documentation requested or required to determine Contractor's compliance, including the forms for completion of the Equal Employment Opportunity Information Report.

I.10 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. Agreement, and any subsequent modifications thereto
- b. Agreement Attachments and Appendices thereto
- c. Solicitation and any subsequent modifications thereto
- d. Best and Final Offer (in order of most recent to earliest)

DCRB Trustee Board Election Services

- e. Proposal or Request for Proposal (in order of most recent to earliest)

I.11 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 the 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 the 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 the Board under the terms of compensation under this or any other current or subsequent Agreement. For breach or violation of this warranty, the Board shall, at its discretion, void the contract without liability, entitling the Board 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 the contract. This remedy, if affected, shall not constitute the sole remedy of the Board for the falsity or breach, nor shall it constitute a waiver of the Board's right(s) to claim damages or refuse payment or take any other action provided for by law pursuant to the contract.

I.12 ASSIGNMENTS

Neither Party will, directly or indirectly, assign or transfer any claim arising out of the 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 because of the performance of the contract.

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

Notwithstanding an assignment of contract payments, 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.13 TAXES

The Board, as an independent agency of the Government of the District of Columbia, 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 for Federal Excise Tax. The following statement or statements may be used by Contractor when claiming tax deductions for Federal Excise Tax exempt items sold to the Board: “The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland. The District of Columbia Government is Exempt from

DCRB Trustee Board Election Services

Maryland Sales Tax, Registered with The Comptroller of The Treasury – Exemption No. 09339. The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

I.14 OFFICIALS NOT TO BENEFIT

Unless a determination is made as provided herein, no officer or employee of the Board will be admitted to any share or part of the contract or to any benefit that may arise therefrom, and any Agreement made by the Contracting Officer or any Board employee authorized to execute contracts in which they or an employee of Board will be personally interested shall be void, and no payment shall be made thereon by the Board or any officer thereof, but this provision shall not be construed to extend to the contract if made for DCRB’s or the District’s general benefit. A Board employee shall not be a party to a contract with DCRB and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by a Board employee to be a party to such a contract, unless a written determination has been made by DCRB’s General Counsel that there is compelling reason for contracting with the employee, such as when the Board’s needs cannot reasonably otherwise be met.

Contractor represents and covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services herein. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.15 DISPUTE RESOLUTION

Any dispute between the Board and Contractor shall be resolved in accordance with the Board’s dispute provisions at 7 DCMR 1615 which are incorporated herein by reference.

I.16 TERMINATION FOR CAUSE

The contract may be terminated by the Board in whole or in part for cause at any time. If the Board proposes terminating the contract for cause, the Board shall first give ten (10) calendar days prior written notice to Contractor stating the reason for termination and providing Contractor an opportunity to cure the issues leading to termination. The 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 CA or the CA’s designee within ten (10) calendar days of receipt of the notice to cure. Failure to submit a corrective action plan acceptable to the Board in response to the notice to cure shall result in the Board 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.

I.17 TERMINATION FOR CONVENIENCE

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

DCRB Trustee Board Election Services

- a. immediately cease performing the terminated work unless directed otherwise;
- b. be reimbursed for agreed upon fees and expenses incurred in performing or preparing to perform agreed upon work under the contract; and
- c. not be compensated for anticipated future profit for performance of work terminated by the Board.

I.18 ASSIGNMENTS

The Contractor may not assign the contract without the prior written consent of the Board, except that the Contractor may assign the contract to any entity which directly or indirectly is controlled by, or is under common control with, Contractor. The contract shall be binding upon, and inure to the benefit of, the Board and their respective successors and permitted assigns.

I.19 GOVERNING LAW AND LEGAL PROCEEDINGS

The procurement rules promulgated under 7 DCMR 1600 *et seq.* shall also govern the contract. The services solicited are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, *et seq.* ("PPRA")); (ii) D.C. Council Agreement review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

The contract shall be construed in accordance with and governed by the laws of the District of Columbia, without regard to its conflicts of law provisions, and any remedies of the parties pertaining hereto shall likewise be governed by said laws. The parties hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to the contract. Contractor consents to the exclusive jurisdiction of District of Columbia courts with respect to all legal proceedings instituted by Contractor or the Board hereunder. Venue for any action, in law or equity, related to the contract shall be exclusively in the District of Columbia. In the event of any legal proceeding arising out of the enforcement or interpretation of the contract in which the Board prevails, the Board shall be entitled to reimbursement from Contractor of its reasonable attorneys' fees, costs, and expenses.

SPACE BELOW INTENTIONALLY LEFT BLANK

DCRB Trustee Board Election Services

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	DCRB’s Standard and Special Provisions for use with Supplies and Services Contracts
J.2	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.3	U.S. Department of Labor Wage Determination No.2015 4281, Revision 26, dated May 10, 2023
J.4	DCRB Bidder-Offeror Certification Form
J.5	Past Performance Evaluation Form
J.6	Form W-9

Forms are available at the solicitation drop-box location at:

<https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilogi>

SPACE BELOW INTENTIONALLY LEFT BLANK

DCRB Trustee Board Election Services

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Offerors shall:

1. Register with the District of Columbia Department of Licensing and Consumer Protection and submit a DC Certificate of Good Standing (CGS) before a contract award is made. For information please visit at <https://corponline.dlcp.dc.gov> or contact the DLCP Corporations Division at (202) 671-4500.
2. Submit a copy of the Offeror's business license as determined and required by DLCP to do business in the District of Columbia and obtain and submit a DC Certificate of Good Standing. If after consultation with DLCP the Contractor is not required to obtain a DC business license, the Offeror's shall submit a copy of the business license issued by the Offeror's business licensing authority.
3. Submit a Copy of the Offeror's DC Certificate of Clean Hands. To obtain a DC Certificate of Clean Hands businesses must register with the District of Columbia Office of Tax and Revenue (OTR). For information, visit <https://mytax.dc.gov>, or call (202) 727-4829 for more information.
4. Submit a completed Section J.4, DCRB Bidder-Offeror Certification Form.
5. Provide the Offeror's Dun and Bradstreet Number.
6. Provide the Offeror's Unique Entity Identification Numbers (UEID #). Federal UEID numbers are generated by the Federal System for Award Management at www.SAM.gov.
7. Submit a completed Form W-9.

SPACE BELOW INTENTIONALLY LEFT BLANK

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District of Columbia Retirement Board

L.1.1.1 The Board may hire none or one (1) or more experienced election service providers (“Contractor”) with the skills, expertise, and resources to assist and advise the Board and Board staff in .

L.1.2 SELECTION OF NEGOTIATION PROCESS

After evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CCO may elect to proceed with any method of negotiations, discussions, or award of the contract without negotiations. If the CCO elects to proceed with negotiations, the CCO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION, CONTENT AND SUBMISSION

L.2.1 This solicitation will be conducted electronically using **DCRB’s Drop-Box system via link at <https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilgj>**. To be considered, an offeror must submit the required attachments before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. DCRB will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.” All information related to the technical proposal shall be in an attachment separate from the price proposal. Each will be evaluated separately.

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow DCRB to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof.

DCRB Trustee Board Election Services

The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C.5.

L.2.6 *Offerors shall complete, sign, and/or submit all Representations, Certifications, Amendments, Acknowledgments, and the Cover Page as appropriate.*

L.2.7 PROPOSAL SUBMISSION REQUIREMENTS

L.2.7.1 TECHNICAL PROPOSAL GUIDELINES

L.2.7.1.1 Section I – Executive Summary (no more than 5 pages)

The proposal shall contain an executive summary that answers and/or includes the following information:

A. Organizational Background – General

1. Provide the following information regarding your company/business:
 - i. Business Name,
 - ii. Contact Name and Title,
 - iii. Mailing Address,
 - iv. E-mail Address,
 - v. Phone Number, and
 - vi. Internet URL.
2. Provide a brief history of the company/business, including its year of organization, the ownership structure of the business, including any parent, affiliated companies, or joint ventures.
3. Describe any ownership changes that have occurred within the last three (3) years, as well as any anticipated changes in ownership, organizational structure, or professional staffing.
4. Provide the following information related to your company:
 - a. Number of years' experience conducting, operating, and managing annual and special elections, in accordance with the Trustee Board Election Rules, and other requirements, specifications, laws, rules and regulations.
 - b. Number of years' experience of recent continuous experience interpreting rules and regulations promulgated for election services and implementing policies and procedures, and the total number of years providing election

DCRB Trustee Board Election Services

services to clients.

B. Client Base

1. Provide the following information related to your company's current clients:
2. Describe your company's preferred work style with both client boards of trustees and staff. What is your preferred level of interaction with a client's staff?

C. Operations / Compliance

1. Describe your company's operational infrastructure including biographies (bios) for your top operations personnel.
2. Describe any significant changes to your company's Information Technology systems, backup/disaster recovery plan and/or document retention policy since January 1, 2020. In addition, please discuss any material cyber security incidents and/or data breaches during this period.
3. Describe any changes (including denial of coverage) to levels of insurance coverage and/or carriers for errors and omissions insurance, Directors and Officers (D&O) insurance and any other fiduciary or professional liability insurance since January 1, 2020.

L.2.7.2.2 Section II – Approach to Providing Services (no more than 5 pages)

Your approach shall provide sufficient information to enable DCRB to understand and evaluate the offerors processes for fulfilling the requirements in the scope of work and answers and/or includes the following information:

A. General Approach and Expertise

1. Describe the range of consulting and other services that your company offers.
2. What is your company's core expertise?
3. How long has your company been providing
4. How long has your firm been providing?
5. Based on your experience, what are the primary characteristics of a successful election services provider?

DCRB Trustee Board Election Services

B. Interpreting Laws, Rules, and Regulations

1. Describe your firm's experience and capability in providing education. Please provide examples from your current work with clients.

L.2.7.2.3 Section III – Staffing Plan & Past Performance (no more than 10 pages)

A. Staffing Plan

The proposal shall contain a staffing plan with an organizational chart indicating the resources and individuals that are to be dedicated to the scope of work performance.

The staffing plan should also:

1. Provide an organizational chart showing name, title, responsibilities, age, educational background, professional background, number of years' experience in the industry, and number of years' tenure with the company. Please note all professionals that will be dedicated to scope of work performance.
2. Include the total number of professional employees and support staff.
3. Provide the names of all professionals who will be assigned the Board's account, including designated primary and secondary Contractors, as well as detailed biographical data for all such individuals.
4. Explain how the team dedicated to the Board's account would function (e.g., day-to-day contact approach, collaborative model, etc.).
5. Submit detailed resumes for all proposed personnel.

B. Past Performance

1. Provide details on the number, name, and asset values of any terminated relationships since January 1, 2020, including reasons for the termination. Please provide the name and position of the applicable contact person as well as telephone number and email address for each such client.
2. Provide details on the number, name and relationships gained since January 1, 2020, including a narrative description of the services provided, names and positions of contact persons as well as applicable telephone numbers and email addresses.

L.3 RESERVED

DCRB Trustee Board Election Services

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the DCRB's Drop-Box at <https://app.box.com/s/fdylfz41lsq7uqj69fluvqtjc4zilogj> on or before **2:00 p.m., June 14, 2023**, the closing time and date. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the DCRB's Drop-Box system at least 10 minutes before the closing time. **Microsoft Edge versions 77+, Chrome versions 108+, Firefox versions 91+, Safari 16+, or Mobile Safari versions 14+ to upload the attachments.**

L.4.3 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the DCRB's Drop-Box system at any time before the closing date and time for receipt of proposals.

L.4.4 Late Proposals

The DCRB's Drop-Box system's messaging system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.5 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to albert.walker2@dc.gov and DCRB.Procurement@dc.gov. The prospective offeror should submit questions no later than **May 31, 2023, 2:00 p.m. (EST)**, days prior to the closing date and time indicated for this solicitation. The Board may not

DCRB Trustee Board Election Services

consider any questions received after **May 30, 2023**. The Board will furnish responses via DCRB's Drop-Box system's messaging process and directly to the potential Offeror that posed the question(s) in addition to all potential Offerors that participate in any scheduled Pre-proposal Conference. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by DCRB officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by DCRB except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District of Columbia Retirement Board and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror because of or in connection with the submission of this data, the District of Columbia Retirement Board will have the right to duplicate, use, or disclose the data to the extent consistent with the Board's needs in the procurement process. This restriction does not limit the District of Columbia Retirement Board's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 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."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option period year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file a protest in accordance with 7 DCMR §1615. All protests and disputes involving the procurement rules, policies and procedures of the Board shall be resolved in accordance with these Board's

DCRB Trustee Board Election Services

Rules.

Protests, Disputes, and Appeals. Where a protest arises involving a solicitation in which the Board acknowledges that a mistake or deficiency exists, the Executive Director/Chief Contracting Officer may, in lieu of accepting the protest, elect to cancel and re-issue the solicitation, in whole or in part, to cure the mistake or deficiency. Where a dispute arises involving a Board contract or agreement, the Board shall first attempt to resolve the matter by informal discussions between the Executive Director/Chief Contracting Officer and the Contractor. The Board's Rules do not authorize the Board to settle, compromise, pay, or otherwise adjust any claim involving fraud.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of DCRB and retained by DCRB, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

DCRB is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 by email to:

District of Columbia Retirement Board
Procurement Office
900 7th Street, N.W., Suite 200
Washington, DC 20001
(202) 323-2306

Re: **Contract Number DCRB-2023-RFP-0001**

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by submitting Offeror signed amendments with its Technical Proposal and Cost Proposal. The Board must receive the signed amendment acknowledgement(s) by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, after receiving original proposals, negotiations are conducted all offerors within the competitive range will be so notified and will be provided with an opportunity to submit written Best and Final Offers (BAFOs) at a designated date and time. BAFOs will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of BAFOs, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

DCRB Trustee Board Election Services

- L.17.1** To be determined responsible, a prospective contractor must:
- (a) Have or provide evidence that it can obtain the financial, technical, and organizational skills and resources, as well as the facilities and equipment, necessary to perform under the contract in accordance with its terms;
 - (b) Have a satisfactory performance record;
 - (c) Have a satisfactory record of professional integrity and business ethics;
 - (d) Not be suspended, debarred, or otherwise ineligible to receive contracts from the District of Columbia Government or Federal Government;
 - (e) Meet any other qualification criteria that may be imposed by applicable law or regulation;
 - (f) Have the necessary licenses, permits, and certifications to perform the contract;
 - (g) Provide adequate evidence of insurance coverage as required by the contract or award; and
 - (h) Provide a completed DCRB Bidder-Offeror Certification Form.
- L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to decide of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 KEY PERSONNEL

L.18.1 DCRB considers the following positions to be key personnel for this contract:

- 1. Project Manager**
- 2. Project Coordinator**

L.18.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included.

SPACE BELOW INTENTIONALLY LEFT BLANK

DCRB Trustee Board Election Services

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror(s) whose offer is most advantageous to DCRB, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide DCRB in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if DCRB evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if DCRB evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

DCRB Trustee Board Election Services

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

These factors consider the Offeror's Technical Approach, Experience and Past Performance, and Personnel and Qualifications used in performing the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Offeror's performance. The criteria to be applied to each technical proposal for each plan are listed below in descending order of importance.

TECHNICAL EVALUATION FACTORS	POINTS
FACTOR A: Section I - Executive Summary	0-25
FACTOR B: Section II – Approach to Providing Services	0-40
FACTOR C: Section III – Staffing/Key Personnel Plan and Past Performance	0-35
TOTAL POINTS	90

Offerors will be evaluated based on the following:

M.3.1.1 Section I - Executive Summary (0-15 Points) (See L.2.7.2.1)

Subfactors

- A. Offeror's Organizational Background information (5 Points)
- B. Offeror's Client Base information (5 Points)
- C. Offeror's Operations / Compliance information (5 Points)

M.3.1.2 Section II - Approach to Providing Services (0-40 Points) (See L.2.7.2.2)

Subfactors

- A. Offeror's General Approach and Expertise (20 Points)
- B. Offeror's Explanation of experience interpreting laws, rules and regulations and following and/or implementing policies and procedures. (20 Points)

M.3.1.3 Section III – Staffing/Key Personnel Plan and Past Performance (0-35 Points) (See L.2.7.2.3)

Subfactors

- A. Offeror's Staffing and Key Personnel Plan (20 Points)
- B. Offeror's Past Performance (15 Points)

DCRB Trustee Board Election Services

M.3.2 PRICE CRITERION (10 Points Maximum)

The price evaluation will be objective and will be scored based on reasonableness. The following formula will be used to determine each offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times 5 \text{ weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by DCRB if payment is made within the discount period specified by the offeror.

M.4.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by DCRB, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of DCRB check.

SPACE BELOW INTENTIONALLY LEFT BLANK