

The University of the District of Columbia

Request for Quotation

Solicitation No. 000012020

For

**Alumni Trustee Nomination and Election
Management Services**

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Alumni Trustee Nomination and Election Management Services

Contents:

- I. Overview**
- II. Scope of Services**
- III. Required Information**
- IV. Contract for Services RFQ Administrative Information**
- V. Contract Terms and Conditions**
- VI. Attachments**
- VII. Exhibits**

I. Overview

The University of the District of Columbia, Office of Strategic Sourcing and Procurement invites the submission of bids from qualified and responsible professional service firms to establish and recommend a university-wide solution for Alumni Trustee Nomination and Election Management Services.

The proposed schedule of events subject to the RFQ is outlined below:

Deadline for Questions	Date: March 6, 2020
Response to Questions Posted by:	Date: March 9, 2020
Deadline for Receipt of Responses	Date: March 12, 2020 (3:00 p.m. EST)
Estimated Notification of Award	Date: To be Determined

Each response must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services.

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public the University of the District of Columbia data outside of the United States. For technology related solicitations, Vendors may refer to the

University of the District of Columbia Information Technology (IT) Services and the District of Columbia Office of the Chief Technology Officer (OCTO) identified terms and conditions included in this solicitation.

The University of the District of Columbia reserves the right to deny any and all exceptions taken to the RFQ requirements.

Background

The University of the District of Columbia (UDC) was chartered in 1974 and is the only fully accredited public institution of higher education located in the nation's capital, Washington, D.C. A Board of Trustees governs UDC made up of 15 Trustees, with 11 nominated and confirmed by the District of Columbia government, one elected by the student body, and three elected by the UDC's alumni. UDC seeks professional assistance with the establishment and management of the nomination and election processes for the three Alumni Trustees elected by the University's Alumni.

UDC has identified through various proprietary databases, and with the assistance of a third-party servicer, over 48,095 eligible alumni records. These records contain alumni information for those students who graduated from UDC and each of its various predecessor institutions, dating back to the early 20th century. Of these records, there are 21,235 that contain a valid mailing address, 19,671 that contain an email address (See 2015 Exhibits).

At least three levels of requirements govern the nomination and election of the three alumni Trustees: (1) the enacted laws of the District of Columbia (See Attachment 1); (2) the final rulemakings of the Board of Trustees as codified in the District of Columbia Municipal Regulations (See Attachment 2); and (3) the nomination and election procedures developed by the University President and approved by the Board of Trustees (See Attachment 3). All three sets of requirements are attached to this solicitation.

II. Scope of Work

The purpose of this solicitation and any resultant contract is to establish a university-wide solution for the Alumni Trustee Nomination and Election Management Services.

The University of the District of Columbia or UDC, hereinafter referred to as "the University," is considering hosting the nomination and election of Alumni Trustees to the Board of Trustees. When awarded, the Vendor shall be responsible for the nomination/registration system and election management system including the record retention. The scope of the project includes bridging available alumni records from the University's registrar system and existing alumni records with both mailing addresses and email addresses into the new based system for the election management system.

Vendor Shall:

1. Project Management and Accountability

- a. Review with the University Contract Administrator (CA) all applicable election laws, regulations, procedures, and rules for compliance with all applicable requirements

- and identify potential conflicts for review, and if necessary, remediation by the University (See Attachment 4 for Formal Kick-off of UDC Trustee Election Timeline).
- b. Develop a comprehensive project timeline and task plan, including specification of deliverables, commitment dates, and accountability for the University and Vendor.
- c. Secure written approval of proposed project planning and timeline from the CA.
- d. Submit proof of all mailings to the CA.
- e. Maintain the anonymity of all voters to the greatest extent possible and report any possible breaches of this provision immediately and in writing to the University.
- f. Protect and safeguard all information provided to the Vendor by University until the destruction of such information as stated.
- g. Upon the request of University or upon the expiration of this contract (To Be Determined by the University), whichever is first, destroy and certify the destruction of all personal records of voters upon completion of the project.
- h. Create a final report of all activities including lessons learned.

2. Voter List Services

- a. Receive from University all available alumni records and perform a comprehensive analysis to confirm counts by a class of voters, identify potential duplicates, correct potential inaccuracies, and take any further reasonable action to ensure that all alumni eligible to vote have been identified.
- b. Based on a comprehensive review of the supplied alumni records discussed immediately above, build a secure eligible voter registry database.
- c. As directed by University, review address information for eligible voters using generally accepted practices to ensure address information is accurate and valid.
- d. As directed by University, develop and assign a distinctive identifier or personal identification number for each eligible voter and store this information with each voter record in the established secure eligible voter database.

3. Nomination Process Management

- a. Prepare nomination petition information and instructions (See 2015 Exhibits) that conform to all applicable laws, regulations, procedures, rules (See Attachment 1, 2, and 3), and accepted grammar.
- b. Upon written approval by University, distribute nomination petition information to all eligible voters via a method or methods recommended that:
 - 1) Conform to all applicable laws, regulations, procedures, and rules; and
 - 2) Reaches the maximum number of eligible voters.
- c. Receive all nomination petitions via secure method or methods. Securely provide all nomination petitions received to University.
- d. As directed by University, review information, personal or otherwise, submitted as part of any nomination petition for validity and accuracy.
- e. Upon the review of all nomination petitions by the University, Vendor will receive from the University a list of qualified candidates that shall stand for election.

4. Election Process Management

- a. Prepare official ballots and voting instructions (See 2015 Exhibits) that conform to all applicable laws, regulations, procedures, rules (See Attachments 1, 2, and 3), and accepted grammar.
- b. Upon written approval by University, distribute official ballots to all eligible voters via a method or methods that:

- 1) Conform to all applicable laws, regulations, procedures, and rules; and
 - 2) Reaches the maximum number of eligible voters.
- c. Receive and record the receipt of all completed official ballots via secure method or methods recommended.
 - d. Receive and record the receipt of all undeliverable or otherwise returned official ballots that were not received by the intended recipient.
 - e. Upon written approval by University, tabulate all completed official ballots based on generally accepted practices, including the utilization of a protocol for incomplete or unreadable ballots.
 - f. Record in detail any inconsistencies, inaccuracies, or other issues encountered during the distribution, collection, or tabulation of official ballots and provide a written report of all the above to the University.
 - g. Notwithstanding the resolution of inconsistencies, inaccuracies, or other issues discussed immediately above, provide University with the provisional results of the ballot tabulation and any related reports when directed by University.
 - h. Provide University with certified results of the election.

5. Voter Assistance Services

- a. Provide assistance as required in the resolution of any questions, concerns, or other issues related to the administration of the election. Such assistance shall be available via telephone, electronic mail, web page, or mail and shall be offered from the date on which the nomination petitions are mailed to August 31, 2020 on which the contractor submits certified election results to the University.
- b. Retain a record of all interactions with prospective, valid, or actual voters and include in such record the nature of the assistance or accommodation sought and the outcome of the interaction.
- c. Produce and submit a written report of the records discussed immediately above.

III. Required Information

The following information shall be provided in the RFQ response in the order listed below. Failure to respond to any request for information within this RFQ may result in rejection of the RFQ at the sole discretion of the University.

A. Minimum Requirements

1. Vendor shall provide District of Columbia or state license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
2. Respond to the Request for Quotation (RFQ) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms, as identified within the RFQ.
4. Provide proof of insurance and amount of insurance shall be furnished by the awarded Vendor(s) to the Office of Strategic Sourcing & Procurement prior to the start of the contract period and shall be as identified in the bid solicitation, Section D, Item 5, subsection c (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise
3. Capacity to meet requirements (size, physical space and number of employees, financial condition, etc.)
4. Demonstrated ability

IV. Contracting for Service RFQ Administrative Information

A. RFQ Issuance

1. RFQ Designated Contact

All requests, questions, or other communications about this RFQ shall be made in writing to the University. Address all communications to the person listed below; communications made to other University personnel or attempting to ask questions by phone or in-person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFQ designated contact.

Brian Brooks, Contract Specialist
Office of Strategic Sourcing and Procurement
4200 Connecticut Avenue NW
Bldg. 39, Room 200-C
Washington, DC 20008
Email: brian.brooks@udc.edu Phone: (202) 274-5425

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services, can also be used.

2. Consultants and Legal Counsel

The University may retain consultants or legal counsel to assist in the review and evaluation of this RFQ and the Vendors' responses. Bidders shall not contact the University's consultant or legal counsel on any matter related to the RFQ.

3. Contact with University Employees

Direct contact with University employees other than the University Designated Contact regarding this RFQ is expressly prohibited without prior consent. Vendors directly contacting University employees risk elimination of their response from further consideration. Exceptions exist only for organizations currently doing business with the University who require contact in the normal course of doing that business.

4. Firms Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the District of Columbia for any reason is ineligible to respond to this RFQ.

5. Exclusions

The Quotation Evaluation Team reserves the right to refuse to consider any response from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under the District of Columbia or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a District of Columbia contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under the District of Columbia or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - I. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - II. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts.
- e. Has violated ethical standards set out in law or regulation; and
- f. Has committed any other cause listed in regulations of the District of Columbia determined to be serious and compelling as to affect responsibility as a District of Columbia contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFQ Submissions

1. Acknowledgment of Understanding of Terms

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFQ, including all forms, schedules, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all quotations must be submitted in writing and respond to the items outlined in this RFQ. The University reserves the right to reject any non-responsive or non-conforming quotations. Each quotation must be submitted via paper copies or USB memory drive (US Mail), or electronic PDF copy (email).

All paper copies or USB memory drive shall be properly sealed and marked RFQ responses No.: 000012020 are to be sent to the University of the District of Columbia and received **no later than 3:00 PM (Local Time) on March 12, 2020**. The RFQ Responses may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

University of the District of Columbia, Office of Strategic Sourcing and Procurement, 4200 Connecticut Avenue NW, Building 39 Room 200-C, Washington, DC 20008, to the attention of Brian Brooks, Contract Specialist or email brian.brooks@udc.edu.

Vendors are directed to clearly print "BID ENCLOSED" and "RFQ No.: 000012020" on the outside of the bid submission package.

Any response received after the Deadline for Receipt of RFQ Responses date shall not be considered and shall be returned unopened if mailed. The responding Vendor bears the risk of delays in delivery. The contents of any response shall not be disclosed to parties other than those involved in the evaluation process, meaning that the contents will not be made available to other competing entities during the negotiation process.

Upon receipt of Vendor responses, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFQ. The failure or omission to examine any form, instrument, or document shall in no way relieve Vendors from any obligation in respect to this RFQ.

3. Response Modifications

Any changes, amendments or modifications to a response must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted response. Changes, amendments or modifications to responses shall not be accepted or considered after the hour and date specified as the deadline for submission of RFQ responses.

4. Response Costs and Expenses

The University will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including response preparation, printing or delivery, or negotiation process.

5. RFQ Response Expiration Date

Prices quoted in the response shall remain fixed and binding on the bidder at least through September 30, 2020. The University reserves the right to ask for an extension of time if needed.

6. Late RFQ Responses

RFQ Responses received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed responses shall be submitted, plainly marked with the RFQ response title, Vendor name, and time and date of the RFQ response opening. Evaluation of the responses is expected to begin shortly after the RFQ response due date. To document compliance with the deadline, the response will be date and time stamped upon receipt.

7. Non-Conforming Responses

Non-conforming Responses will not be considered. Non-conforming Responses are defined as those that do not meet the requirements of this RFQ. The determination of whether an RFQ requirement is substantive, or a mere formality shall reside solely within the discretion of the University.

8. Concise Proposals

The University discourages overly lengthy and costly responses. It is the desire that

responses be prepared in a straightforward and concise manner.

9. Realistic Responses

The University shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in this RFQ.

10. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Vendor's response will be treated as confidential during the evaluation process. As such, Vendor responses will not be available for review by anyone other than the Office of Strategic Sourcing & Procurement/Quotation Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The District of Columbia government and its constituent agencies "the University" are required to comply with the District of Columbia Freedom of Information Act, or FOIA, Code of the District of Columbia §§ 2-531-539 ("FOIA"). FOIA requires under DC Code § 2-532(a) Any person has a right to inspect, and at his or her discretion, to copy any public record of a public body, except as otherwise expressly provided by § 2-534, in accordance with reasonable rules that shall be issued by a public body after notice and comment, concerning the time and place of access. Once a response is received by the University and a decision on contract award is made, the content of selected and non-selected Vendor proposals will likely become subject to FOIA's public disclosure obligations.

11. Price Not Confidential

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their pricing confidential.

12. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their response and for examining this RFQ and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFQ, Vendor shall notify the University's Designated Contact, in writing or electronically, of such findings at least eleven (11) calendar days before the response opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective response and exposure of Vendor's response upon which award could not be made. All unresolved issues should be addressed in the RFQ.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing or electronically, at least eleven (11) calendar days prior to the time set for opening responses.

a. RFQ Question and Answer Process

The University will allow written or electronic requests for clarification of the RFQ. All questions shall be received in writing or electronically to Brian Brooks at brian.brooks@udc.edu **no later than 12:00PM March 6, 2020**. All questions will be consolidated into a single set of responses and forwarded electronically **by 1:00PM March 9, 2020**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Responses not submitted electronically shall be accompanied by an USB memory drive and questions shall be formatted in Microsoft Word.

13. University's Right to Cancel Solicitation

The University reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The University makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFQ does not constitute an offer by the University. Vendor's participation in this process may result in the University selecting your firm to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the University to execute a contract nor to continue negotiations. The University may terminate negotiations at any time and for any reason, or for no reason.

14. Notification of Withdrawal of Quotation

Vendor may modify or withdraw its response by written request, provided that both response and request is received by the University prior to the RFQ response due date. Responses may be re-submitted in accordance with the RFQ response due date in order to be considered further.

Responses become the property of the University at the quotation submission deadline. All quotations received are considered firm offers at that time.

15. Revisions to the RFQ

If it becomes necessary to revise any part of the RFQ, an addendum may be required. The University is not bound by any statement related to this RFQ made by any University employee, contractor or its agents.

16. Exceptions to the RFQ

Any exceptions to the RFQ, or the University's terms and conditions, must be recorded on Attachment 7. Acceptance of exceptions is within the sole discretion of the evaluation committee.

17. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

18. Award of Contract

The final award of a contract is subject to approval by the Chief Contracting Officer. The University has the sole right to select the successful Vendor(s) for award, to reject any response as unsatisfactory or non-responsive, to award a contract to other than the lowest priced response, or not to award a contract, as a result of this RFQ.

Notice in writing to a Vendor of the acceptance of its RFQ response by the University and the subsequent full execution of a written contract will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFQ Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the University will award the contract.

The contract shall be awarded to the Vendor whose response is most advantageous, taking into consideration the evaluation factors set forth in this RFQ.

It should be explicitly noted that the University is not obligated to award the contract to the Vendor who submits the lowest bid or the Vendor who receives the highest total point score, rather the contract will be awarded to the Vendor whose response is the most advantageous to the University. The award is subject to the appropriate University approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the University; remaining Vendors will be notified in writing of their selection status.

C. RFQ Evaluation Process

An evaluation team composed of representatives submitted by the University of the District of Columbia will evaluate RFQ response on a variety of quantitative criteria. Neither the lowest price nor highest scoring RFQ response will necessarily be selected.

The University of the District of Columbia reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors.

Vendors are to provide in a timely manner any and all information that the University may deem necessary to make a decision.

1. Quotation Evaluation Team

The Quotation Evaluation Team shall be comprised of representatives submitted by the University of the District of Columbia. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFQ and procedures, rules, and regulations established in Chapter 30 of Title 8(B), D.C.M.R., §§ 3016 and 3017, and the Standard Contract Provisions for use with the District of Columbia Government Supplies and Services Contracts, March 2007. Contracting for services for this solicitation are considered under Chapter 30 of Title 8(B), D.C.M.R.: §3047. The Team shall make a recommendation regarding the award to the Chief Contracting Officer, Strategic Sourcing and Procurement, who shall have final authority, subject to the provisions of this RFQ and Chapter 30 of Title 8(B), D.C.M.R., §3001, to award a contract to the successful Vendor in the best interests of the University.

2. Quotation Selection Criteria

The Quotation Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's quotations. All assignments of points shall be at the sole discretion of the Quotation Evaluation Team.

3. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate RFQ:

Criteria	Weight
Experience and capability to provide a quality solution of this scope.	10
Demonstrated ability to implement the solution in a timely manner	10
Demonstrated ability to assign qualified staff and personnel resources to the solution	10
Ability to provide equipment/services that meet the requirements of the solicitation.	15
Ability to provide support and value to the University through service, training, and timely customer service.	15
Capacity to support the University during active elections to ensure solution functions optimally at all times.	20
Pricing is evaluated considering total cost to the University for the initial contract term.	20
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Vendor's capabilities so the responding Vendor should be detailed in their RFQ responses.

4. Proposal Clarification

The Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a quotation. Quotations may not be modified as a result of any such clarification request.

5. References

The Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process.

V. Contract Terms and Conditions

D The Contract

1. Governing Laws and Regulations

This procurement is governed by Chapter 30 of Title 8(B), D.C.M.R., Rules and Regulations for the University of the District of Columbia, and the Standard Contract Provisions for use with the District of Columbia Government Supplies and Services Contracts, March 2007. Visit the University website at www.udc.edu, Business Opportunities @UDC, then Policies.

2. General Information

- a. The term of the contract between the successful bidder and the University shall not exceed **September 30, 2020**.
- b. The selected Vendor will be required to enter into a written agreement with the University. The University reserves the right to incorporate Standard Contract Provisions into any contract negotiated as a result of a quotation submitted in response to this RFQ. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the University. Vendor will be required to sign the contract for all services and may be required to sign additional agreements.
- c. The selected Vendor will be expected to enter negotiations with the University, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFQ and the selected Vendor's response to this RFQ will be incorporated as part of any formal contract.
- d. The contract will most likely be supplemented with the Vendor's software license, support, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful Vendor shall receive a promptly executed contract incorporating the terms of this RFQ after properly processed through the Office of Strategic Sourcing and Procurement. A purchase order, notice to proceed, or District of Columbia Government credit card ("P-Card") shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the awarded Vendor.

3. Collusion or Fraud

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its response is not made in connection with any competing Vendor submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFQ development process and had no knowledge of the specific contents of the RFQ prior to its issuance; and that no employee or official of the University participated directly or indirectly in the Vendor's response preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of responses, whether in response to advertising or an employee or representative thereof, will potentially void that particular response.

4. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a University employee or agent of the University concerning this RFQ or the award of a contract resulting from this RFQ shall have their response immediately rejected and shall be barred from further participation in this RFQ.

5. General Contract Terms

a. Licenses and Permits

In performance of the contract, the Vendor will be required to comply with all applicable federal and District of Columbia laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business in the District of Columbia as provided in DC Official Code §§47-2861 through 47-2866 ("The Clean Hands Law").

b. Notice

Any notice to the University required under the contract shall be sent by registered mail to:

University of the District of Columbia, Office of Strategic Sourcing and Procurement, 4200 Connecticut Avenue NW, Building 39 Room 200-C, Washington, DC 20008, to the attention of Mary Ann Harris, Chief Contracting Officer or email mharris@udc.edu.

c. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.
2. The Vendor is an independent contractor and is not an employee of the University.
3. During the term of this contract, the Vendor shall, at its own expense, also carry applicable insurance.
4. The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Vendor(s).
5. The University shall be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

d. Performance Requirements

The selected Vendor will warrant that all licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and District of Columbia laws, ordinances, regulations and codes.

e. Vendor Emergency Response Point of Contact

The awarded Vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted if there is ever a critical need to do so. Failure to provide this information could render the response as non-responsive.

f. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost response. No charges other than as specified in the RFQ shall be allowed without written consent of the University.

The University will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The University may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

g. Vendor Responsibility

The University will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFQ whether or not the Vendor provided final fulfillment of the order.

h. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the University.

p. Vendor Background Check Requirements

Vendor selected for an award that access University property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the University's on premises contracts.

q. Work Product

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the University. The Vendor will seek written permission to use any product created under the contract.

r. Contract Documents

The RFQ, the purchase order, the executed contract and any supplemental documents between the University and the successful Vendor shall constitute the contract between the University and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, University's RFQ, Vendor's response to the RFQ and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the University and the Vendor.

s. Applicable Law

The laws of the District of Columbia shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the District of Columbia.

In submitting a response, Vendors certify that they comply with all federal, District of Columbia laws applicable to its activities and obligations including:

- I. the laws of the District of Columbia;
- II. the applicable portion of Federal laws, and regulations issued there under by the federal government;
- III. a condition that the response submitted was independently arrived at, without collusion, under penalty of perjury; and
- IV. that programs, services, and activities provided to the University

under resulting contract conform with Federal statutes, and the regulations issued there under by the federal government.

If any Vendor fails to comply with (I) through (IV) of this paragraph, the University reserves the right to disregard the quotation, terminate the contract, or consider the Vendor in default.

The selected Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and District of Columbia laws, ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

t. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the University, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official University representative in the performance of their duties under the contract. Upon notice given to the Vendor, representatives of the University or other duly authorized District of Columbia government or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this contract. The cost of any contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the University for disallowances shall be drawn from the Vendor's own resources and not charged to contract cost or cost pools indirectly charging contract costs.

- Attachment 4 – UDC Trustee Election Timeline
- Attachment 5 – No Proposal Reply Form
- Attachment 6 – Non-Collusion Statement
- Attachment 7 – Exceptions
- Attachment 8 – Confidentiality and Proprietary Information
- Attachment 9 – Business References
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements (5 parts)
- Appendix C – Pricing
- Appendix D - Confidentiality and Integrity of Data Agreement
- Appendix E – Cloud and External Hosting
- Appendix F – Cyber Liability Insurance
- Appendix G – Sample Professional Services Agreement
- Exhibit I – Election for Alumni Members of the UDC Board of Trustees
- Exhibit II – Statement in Support of Nomination
- Exhibit III – Official Notice of Elections
- Exhibit IV – Alumni-Elected Trustee Nomination
- Exhibit V – Emailed to the Alumni of the University of the District of Columbia
- Exhibit VI – Official Ballot - Election for Alumni Members of the UDC Board of Trustees

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

IMPORTANT – PLEASE NOTE

- Attachments 6, 7, 8, and 9 must be included in your response

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future responses.

Reports shall be submitted to the Contract Administrator (CA) on the (to be determined) day or next business day of the month following each quarterly period. For consistency quarters shall be considered to end the last day of (to be determined) of each calendar month. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

D.C. Code 38-1202.01

Formerly cited as 1981 Ed., 31-1511

DISTRICT OF COLUMBIA OFFICIAL CODE

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*** Current through laws effective as of May 19, 2014, and through D.C. Act 20-306 ***

DIVISION VI. EDUCATION, LIBRARIES, AND PUBLIC INSTITUTIONS

TITLE 38. EDUCATIONAL INSTITUTIONS

SUBTITLE III. PUBLIC EDUCATION -- POST SECONDARY

CHAPTER 12. PUBLIC POSTSECONDARY EDUCATION REORGANIZATION

UNIT A. GENERAL

SUBCHAPTER II. UNIVERSITY OF THE DISTRICT OF COLUMBIA

D.C. Code 38-1202.01 (2014)

38-1202.01. Establishment of Board of Trustees and University

(a) There is established a body corporate by name of the Board of Trustees of the University of the District of Columbia, which by that name and style shall have perpetual succession. It shall be charged with the responsibility of governing the University of the District of Columbia and shall possess all the powers necessary or convenient to accomplish the objects and perform the duties authorized by this section, and 38-1202.06 and 38-1204.03, including the power to:

(1) Adopt, alter, and use a corporate seal, which shall be judicially noticed;

(2) Make contracts;

(3) Sue and be sued;

(4) Complain and defend in its name in any court of competent jurisdiction;

(5) Make, deliver, and receive deeds, leases, and other instruments;

(6) Take title to real and other property in its name;

(7) Adopt, prescribe, amend, repeal, and enforce bylaws, rules, and regulations it considers necessary for the governance and administration of the University; and

(8) Procure and contract for goods and services.

(b) There is hereby authorized to be established an independent agency of the government of the District of Columbia known as the University of the District of Columbia which shall be governed by the Board of Trustees as established in subsection (a) of this section.

(c) The Board of Trustees shall consist of 15 voting members selected in the following manner:

(1) Eleven members shall be appointed by the Mayor with the advice and consent of the Council.

(2) One member shall be a full-time student in good standing at the University elected by secret ballot by the student community at an election at which each registered student at the University shall be entitled to one vote.

(3) Each of the 3 remaining members shall be a holder of a degree from the University of the District of Columbia or from one or more of its predecessor institutions, including Miner Teachers College, Wilson Teachers College, District of Columbia Teachers College, Washington Technical Institute, or Federal City College, and shall be elected by a postal ballot election at which each living person who holds a degree from any of the foregoing institutions shall be sent a ballot and shall be entitled to vote.

(4) The Board of Trustees shall be responsible for the efficient and fair conduct of the elections for student and alumni Trustees pursuant to paragraphs (2) and (3) of this subsection. The elections shall be governed by election rules adopted by the Board of Trustees in accordance with subchapter I of Chapter 5 of Title 2. The initial rules shall be adopted by the Board of Trustees within 100 days of February 27, 1990, and shall include provisions for nomination of candidates by petition and may also provide for a nominating committee which, if it is appointed, shall submit for inclusion on the ballot twice as many names of nominees as there are positions to be filled. The Board of Trustees may, in its discretion, seek and receive advice and assistance from the Board of Elections and Ethics in preparing the election rules. The Board of Elections and Ethics may, by agreement with the Board of Trustees of the University, furnish other assistance requested by the Board of Trustees.

(c-1) Four of the 11 Trustees appointed by the Mayor with the advice and consent of the Council may be nonresidents of the District of Columbia. At least 7 of the 11 Trustees shall reside in the District of Columbia at the time of their confirmation by the Council. The Mayor shall submit the names of District residents and nonresidents in a proportion to comply with the provisions of this subsection, when submitting nominees to the Council.

(d) The student member of the Board of Trustees shall serve for a term of one year, beginning on May 15th following his or her election.

(e) Except as provided in ~~§ 38-1202.02(l)~~ [repealed], each nonstudent member of the Board of Trustees shall serve for a 5-year term, beginning on May 15th following his or her election or confirmation by the Council.

(f) A member of the Board of Trustees who has completed a full 5-year term in accordance with subsection (e) of this section may be reappointed or re-elected to serve 1 additional term, after which the former member may not become a Trustee by election or by appointment until May 15th of the 5th year following the year in which the former member left the Board. Service pursuant to 38-1202.02(l) [repealed] for the remainder of the term of a Trustee who has died or resigned shall not, by itself or in conjunction with other service, constitute a bar to the re-election or reappointment of a person who has served as a Trustee.

(g) Each member of the Board of Trustees serving on February 27, 1990, shall continue to serve until May 15th following the conclusion of his or her previously established term.

(h) Repealed.

(i) Repealed.

(j) A chairperson and a vice-chairperson of the Board of Trustees:

(1) Shall be chosen by a majority vote of the Trustees;

(2) Shall serve as chairperson or vice-chairperson until May 15 next following his or her election to that office; and

(3) May be re-elected as chairperson or vice-chairperson if still a member of the Board of Trustees.

(k) A member of the Board of Education shall not serve as a Trustee of the University. Except as provided in subsection (l) of this section a paid officer or employee of the University of the District of Columbia shall not serve as a Trustee. A retired officer or employee of the University of the District of Columbia, shall, however, be eligible to serve as a Trustee. A Trustee shall forfeit his or her membership on the Board upon failure to maintain the qualifications required by this subsection.

(l) The Chief Executive Officer of the University shall be a non-voting ex officio member of the Board of Trustees.

(m) Repealed.

(n) Repealed.

HISTORY: Oct. 26, 1974, 88 Stat. 1424, Pub. L. 93-471, title II, § 201; Sept. 9, 1975, D.C. Law 1-12, § 3(a), (b), 22 DCR 1806; Nov. 1, 1975, D.C. Law 1-36, § 4, 23 DCR 2911; Apr. 6, 1977, D.C. Law 1-99, § 2(b), 23 DCR 8729; Feb. 27, 1990, D.C. Law 8-69, § 2, 36 DCR 7737; Oct. 15, 1993, D.C. Law 10-38, § 2, 40 DCR 5819; Aug. 1, 1996, D.C. Law 11-152, § 301(b), 43 DCR 2978; Apr. 12, 1997, D.C. Law 11-259, § 314(a), 44 DCR 1423; May 23, 2000, D.C. Law 13-116, § 2, 47 DCR 1998; Mar. 2, 2007, D.C. Law 16-191, § 3, 53 DCR 6794; Mar. 8, 2011, D.C. Law 18-286, § 2(a), 57 DCR 11012.

NOTES:

CROSS REFERENCES. --Board of trustees candidates, disclosure of interests, see § 1-1106.02.

Mayoral nomination of Board of Trustees of the University of the District of Columbia, review and approval of Council, see § 1-523.01.

University of the District of Columbia, credits and refunds for overpayments, see § 47-1812.11.

SECTION REFERENCES. --This section is referenced in § 1-523.01, § 47-2853.04, and § 47-4431.

PRIOR CODIFICATIONS. --1981 Ed., § 31-1511.

1973 Ed., § 31-1711.

EFFECT OF AMENDMENTS. --D.C. Law 13-116 added subsec. (c-1).

D.C. Law 16-191 repealed subsec. (i) which had read as follows: "(i) When the term of one or more Trustees appointed by the Mayor with the advice and consent of the Council is due to expire on May 15th in any year, the Mayor shall transmit to the Council, not later than February 17th of that year, the

nomination of a person to succeed each Trustee whose term is due to expire that year. The Council shall act on each timely nomination not later than April 15th of that year, and if no action is taken by the Council by April 15th of that year, the nomination shall be deemed approved."

D.C. Law 18-286 rewrote subsec. (a), which had read as follows: "(a) There is hereby established a body corporate by name of the Board of Trustees of the University of the District of Columbia and by that name and style shall have perpetual succession. It shall be charged with the responsibility of governing the University of the District of Columbia and shall possess all the powers necessary or convenient to accomplish the objects and perform the duties prescribed by this section. Pursuant to this section and ~~the~~ 38-1202.06 and 38-1204.03, it shall have the power to adopt, alter, and use a corporate seal which shall be judicially noticed; and to make contracts; to sue and be sued, to complain and defend in its own name in any court of competent jurisdiction; to make, deliver, and receive deeds, leases and other instruments and to take title to real and other property in its own name; and to adopt, prescribe, amend, repeal, and enforce such bylaws, rules, and regulations as it may deem necessary for the governance and administration of the University; provided, however, that contracting for the purchase or disposal of goods and services shall be carried out by the Office of Contracting and Procurement on behalf of the Board of Trustees."

TEMPORARY AMENDMENT OF SECTION. --Section 2 of D.C. Laws 13-95, in subsec. (c)(1), added the second sentence, and added a new section to provide for filling vacancies on the Board.

Section 6(b) of D.C. Laws 13-95 provided that the act shall expire after 225 days of its having taken effect.

Section 2 of D.C. Laws 13-58 added subsection (c-1) to read as follows:

"Four of the 11 Trustees appointed by the Mayor with the advice and consent of the Council may be nonresidents of the District of Columbia. At least 7 of the 11 Trustees shall reside in the District of Columbia at the time of their confirmation by the Council. The Mayor shall submit the names of District residents and nonresidents in a proportion to comply with the provisions of this subsection, when submitting nominees to the Council."

Section 4(b) of D.C. Laws 13-58 provided that the act shall expire after 225 days of its having taken effect.

Section 2 of D.C. Law 17-302, in subsec. (f), inserted the following sentence at the end: "Notwithstanding section 2(c) of the Confirmation Act of 1978, effective March 3, 1979 (D.C. Law 2-142; D.C. Official Code ~~§~~ 1-523.01(c)), a member shall continue to serve until a successor is appointed and confirmed."

Section 4(b) of D.C. Law 17-302 provided that the act shall expire after 225 days of its having taken effect.

Section 2(a) of D.C. Law 18-92, in subsec. (a), substituted "the University." for "the University; provided, however, that contracting for the purchase or disposal of goods and services shall be carried out by the Office of Contracting and Procurement on behalf of the Board of Trustees."

Section 5(b) of D.C. Law 18-92 provided that the act shall expire after 225 days of its having taken effect.

Section 2(a) of D.C. Law 18-282 amended subsec. (a) to read as follows:

"(a) There is established a body corporate by name of the Board of Trustees of the University of the District of Columbia, which by that name and style shall have perpetual succession. It shall be charged with the responsibility of governing the University of the District of Columbia ('University') and shall possess all the powers necessary or convenient to accomplish the objects and perform the duties authorized by this section, and sections 206 and 403, including the power to:

"(1) Adopt, alter, and use a corporate seal, which shall be judicially noticed;

"(2) Make contracts;

"(3) Sue and be sued;

"(4) Complain and defend in its name in any court of competent jurisdiction;

"(5) Make, deliver, and receive deeds, leases, and other instruments;

"(6) Take title to real and other property in its name;

"(7) Adopt, prescribe, amend, repeal, and enforce bylaws, rules, and regulations it considers necessary for the governance and administration of the University; and

"(8) Procure and contract for goods and services."

Section 5(b) of D.C. Law 18-282 provided that the act shall expire after 225 days of its having taken effect.

EMERGENCY LEGISLATION. --For temporary amendment of section, see § 301(b) of the Fiscal Year 1996 Budget Support Emergency Act of 1996 (D.C. Act 11-264, April 26, 1996, 43 DCR 2412), and § 201(b) of the Fiscal Year 1996 Budget Support Congressional Review Emergency Act of 1996 (D.C. Act 11-335, August 1, 1996, 43 DCR 4256).

For temporary (90-day) amendment of section, see § 2 of the University of the District of Columbia Board of Trustees Residency Requirement Emergency Amendment Act of 1999 (D.C. Act 13-128, August 4, 1999, 46 DCR 6644).

For temporary (90-day) amendment of section, see § 2(a) of the Board of Trustees of the University of the District of Columbia Emergency Amendment Act of 1999 (D.C. Act 13-210, December 17, 1999, 47 DCR 9).

For temporary (90-day) amendment of section, see § 2 of the University of the District of Columbia Board of Trustees Residency Requirement Congressional Review Emergency Amendment Act of 1999 (D.C. Act 13-226, January 11, 2000, 47 DCR 481).

For temporary (90-day) amendment of section, see § 2(a) of the Board of Trustees of the University of the District of Columbia Congressional Review Emergency Amendment Act of 2000 (D.C. Act 13-280, March 7, 2000, 47 DCR 2022).

For temporary (90-day) amendment of section, see § 2(a) of the Board of Trustees of the University of the District of Columbia Emergency Amendment Act of 2000 (D.C. Act 13-372, June 26, 2000, 47 DCR 5844).

For temporary (90 day) amendment of section, see § 2 of University of the District of Columbia Board of Trustees Emergency Amendment Act of 2008 (D.C. Act 17-569, November 6, 2008, 55 DCR 12112).

For temporary (90 day) amendment of section, see § 2 of University of the District of Columbia Board of Trustees Congressional Review Emergency Amendment Act of 2009 (D.C. Act 18-3, January 30, 2009, 56 DCR 1625).

For temporary (90 day) amendment of section, see § 2(a) of University of the District of Columbia Procurement Authority Emergency Amendment Act of 2009 (D.C. Act 18-200, October 10, 2009, 56 DCR 8137).

For temporary (90 day) amendment of section, see § 2(a) of University of the District of Columbia Procurement Authority Emergency Amendment Act of 2010 (D.C. Act 18-467, July 7, 2010, 57 DCR 6914).

For temporary (90 day) amendment of section, see § 2(a) of University of the District of Columbia Board of Trustees Quorum and Contracting Reform Emergency Amendment Act of 2010 (D.C. Act 18-542, October 9, 2010, 57 DCR 9627).

For temporary (90 day) amendment of section, see § 2(a) of University of the District of Columbia Board of Trustees Quorum and Contracting Reform Congressional Review Emergency Amendment Act of 2010 (D.C. Act 18-661, December 30, 2010, 58 DCR 70).

For temporary (90 day) addition of sections, see §§ 4032, 4042 of Fiscal Year 2013 Budget Support Emergency Act of 2012 (D.C. Act 19-383, June 19, 2012, 59 DCR 7764).

For temporary (90 day) addition of sections, see §§ 4032, 4042 of Fiscal Year 2013 Budget Support Congressional Review Emergency Act of 2012 (D.C. Act 19-413, July 25, 2012, 59 DCR 9290).

LEGISLATIVE HISTORY OF LAW 1-12. --Law 1-12 was introduced in Council and assigned Bill No. 1-75, which was referred to the Committee on Higher Education/University of the District of Columbia. The Bill was adopted on first and second readings on May 13, 1975 and May 27, 1975, respectively. Signed by the Mayor on June 13, 1975, it was assigned Act No. 1-18 and transmitted to both Houses of Congress for its review.

LEGISLATIVE HISTORY OF LAW 1-36. --Law 1-36 was introduced in Council and assigned Bill No. 1-115, which was referred to the Committee on Higher Education/University of the District of Columbia. The Bill was adopted on first and second readings on July 15, 1975 and July 29, 1975, respectively. Signed by the Mayor on August 25, 1975, it was assigned Act No. 1-50 and transmitted to both Houses of Congress for its review.

LEGISLATIVE HISTORY OF LAW 1-99. --Law 1-99 was introduced in Council and assigned Bill No. 1-300, which was referred to the Committee on Higher Education/University of the District of Columbia. The Bill was adopted on first and second readings on July 27, 1976 and September 15, 1976, respectively. Signed by the Mayor on October 18, 1976, it was assigned Act No. 1-161 and transmitted to both Houses of Congress for its review.

LEGISLATIVE HISTORY OF LAW 8-69. --Law 8-69 was introduced in Council and assigned Bill No. 8-232, which was referred to the Committee on Education and Libraries. The Bill was adopted on first and second readings on September 26, 1989, and October 10, 1989, respectively. Approved without the signature of the Mayor on November 1, 1989, it was assigned Act No. 8-105 and transmitted to both Houses of Congress for its review.

LEGISLATIVE HISTORY OF LAW 10-10. --D.C. Law 10-10, the "Board of Trustees of the University of the District of Columbia Term Holdover Temporary Amendment Act of 1993," was introduced in Council and assigned Bill No. 10-262. The Bill was adopted on first and second readings on May 4, 1993, and June 1, 1993, respectively. Signed by the Mayor on June 8, 1993, it was assigned Act No. 10-37 and transmitted to both Houses of Congress for its review. D.C. Law 10-10 became effective on July 31, 1993.

LEGISLATIVE HISTORY OF LAW 10-38. --D.C. Law 10-38, the "Board of Trustees of the University of the District of Columbia Term Holdover Amendment Act of 1993," was introduced in Council and assigned Bill No. 10-272, which was referred to the Committee on Education and Libraries. The Bill was adopted

on first and second readings on June 29, 1993, and July 13, 1993, respectively. Signed by the Mayor on July 29, 1993, it was assigned Act No. 10-71 and transmitted to both Houses of Congress for its review. D.C. Law 10-38 became effective on October 15, 1993.

LEGISLATIVE HISTORY OF LAW 11-152. --For legislative history of D.C. Law 11-152, see Historical and Statutory Notes following § 38-1201.03.

LEGISLATIVE HISTORY OF LAW 11-259. --Law 11-259, the "Procurement Reform Amendment Act of 1996," was introduced in Council and assigned Bill No. 11-705, which was referred to the Committee on Government Operations. The Bill was adopted on first and second readings on November 7, 1996, and December 3, 1996, respectively. Signed by the Mayor on January 3, 1997, it was assigned Act No. 11-526 and transmitted to both Houses of Congress for its review. D.C. Law 11-259 became effective on April 9, 1997.

LEGISLATIVE HISTORY OF LAW 13-116. --Law 13-116, the "University of the District of Columbia Board of Trustees Residency Requirement Amendment Act of 2000," was introduced in Council and assigned Bill No. 13-330, which was referred to the Committee on Education, Libraries and Recreation. The Bill was adopted on first and second readings on January 4, 2000, and February 1, 2000, respectively. Signed by the Mayor on February 18, 2000, it was assigned Act No. 13-269 and transmitted to both Houses of Congress for its review. D.C. Law 13-116 became effective on May 23, 2000.

LEGISLATIVE HISTORY OF LAW 16-191. --Law 16-191, the "Technical Amendments Act of 2006", was introduced in Council and assigned Bill No. 16-760, which was referred to the Committee of the whole. The Bill was adopted on first and second readings on June 20, 2006, and July 11, 2006, respectively. Signed by the Mayor on July 31, 2006, it was assigned Act No. 16-475 and transmitted to both Houses of Congress for its review. D.C. Law 16-191 became effective on March 2, 2007.

Law 18- 286, the "University of the District of Columbia Board of Trustees Quorum and Contracting Reform Amendment Act of 2010", was introduced in Council and assigned Bill No. 18-724, which was referred to the Committee of the Whole. The Bill was adopted on first and second readings on October 19, 2010, and November 9, 2010, respectively. Enacted without signature of the Mayor on December 2, 2010, it was assigned Act No. 18-596 and transmitted to both Houses of Congress for its review. D.C. Law 18-286 became effective on March 8, 2011.

REFERENCES IN TEXT. --Section 38-1202.02, referred to in subsections (e) and (f), was repealed by D.C. Law 12-68, § 401(i), effective April 29, 1998.

12.0 ALUMNI MEMBERS OF THE BOARD OF TRUSTEES

- 120.1 In accordance with the provisions of D.C. Official Code, §38-1202.01 (2001 ed.), the University shall conduct elections to choose three (3) members of the Board of Trustees of the University from among those persons who hold a degree from the University or its predecessor institutions.
- 120.2 In accordance with the provisions of D.C. Official Code, § 38-1202.01 (2001 ed.), a person shall be eligible to appear on the ballot for the election held under this section if that person holds either of the following:
- (a) A degree awarded by the University of the District of Columbia, or any component institution of the University of the District of Columbia as provided by Section 100.3; or
 - (b) A degree awarded by one (1) or more of the predecessor institutions of the University, as set forth in, § 38-1202.01(c)(3).
- 120.3 Notwithstanding the provisions of § 120.2 of this section, no person shall be eligible to appear on the ballot for the election held under this section if that person has been convicted of a felony as defined in the D.C. Official Code.
- 120.4 The President, or the President's designee, shall take all reasonable steps to ensure that each person on the ballot for an election held under this section is qualified under the provisions of §§120.2 and 120.3 of this section, and may require an affidavit of eligibility or other proof of eligibility.
- 120.5 Not less than ninety (90) days, nor more than one hundred eighty (180) days, before the expiration of the term of office of the incumbent alumni member of the Board of Trustees, the President, or the President's designee, in consultation with the University of the District of Columbia National Alumni Society, shall conduct an election to fill the impending vacancy.
- 120.6 The election held under this section shall be conducted in accordance with written procedures established by the President in consultation with the University of the District of Columbia National Alumni Association and approved by the Board. The election procedures shall comply with the provisions of this section and § 38-1202.01.
- 120.7 An election held pursuant to this section shall be conducted by secret postal ballot, but may additionally include the capability for alumni to cast ballots electronically. Completed ballots may be mailed or delivered to the University.

- 120.8 The election procedures shall provide for the conduct of the election in a manner that will ensure that each eligible voter has the opportunity to cast one (1), but not more than one (1) ballot. An eligible voter is any person holding a degree from the University of the District of Columbia, or any component of the University of the District of Columbia, or any of the predecessor institutions set forth in § 38-1202.01(c)(3).
- 120.9 The election procedures shall include the manner in which nominations for candidates to appear on the ballot shall be made.
- 120.10 The election procedures shall provide for the nomination of persons by petition.
- 120.11 The President shall certify the results of an election held under this section (including the names of the persons on the ballot, the number of votes received by each person, and the name of the person elected) to the Board of Trustees at the next meeting of the Board held after the election is conducted.
- 120.12 Any question or dispute which arises in connection with the conduct of an election, the nomination of persons to be on the ballot, or any other matter in connection with the election held under this section shall be resolved by the President, or the President's designee, in the manner established by the election procedures for the conduct of the election. The determination of the President, or the President's designee, shall be the final and binding decision of the University.
- 120.13 If an office of alumni member of the Board becomes vacant due to resignation, death, incapacity, or any other reason, a special election to fill the vacant office shall be held within one hundred twenty (120) days. The provisions of this subsection shall not apply if the vacancy occurs within nine (9) months of the date on which the term of office of the incumbent was due to expire.
- 120.14 The person elected in a special election, pursuant to the election procedures established under this section, shall take office upon certification of the results of the election by the President and shall serve the remainder of the unexpired term.

SOURCE: Final Rulemaking published at 39 DCR 2296 (April 3, 1992); as amended by Final Rulemaking published at 48 DCR 3413 (April 13, 2001); as amended by Final Rulemaking published at 57 DCR 6131, 6146 (July 16, 2010).

PROCEDURE FOR THE CONDUCT OF ELECTIONS FOR ALUMNI OF THE UDC BOARD OF TRUSTEES

1.0 GENERAL PROVISIONS

- 1.1 When the President determines that one (1) or more vacancies will occur in the office of an alumni member of the Board of Trustees, the President will provide for the conduct of an election, in accordance with the provisions of D.C. Code, §38-1202.01 and Chapter 1, §120, of the University Rules.
- 1.2 The President shall appoint an officer or employee of the University to oversee the conduct of the election and shall provide for staff and clerical support for the conduct of the election.
- 1.3 The President or his designee shall also designate an officer or employee of the University to act as the Custodian of Ballots for the election.
- 1.4 For the purpose of these procedures, the term "University" shall mean all predecessor institutions of the University and/or its schools and colleges, including, Miner Teachers College, Wilson Teachers College, District of Columbia Teachers College, Washington Technical Institute, Federal City College, and Antioch Law School, and the University of the District of Columbia (including the Community College and David A. Clarke School of Law)..

2.0 OFFICIAL ALUMNI MAILING LIST

- 2.1 An official alumni mailing list shall be maintained by the University.
- 2.2 The official alumni mailing list of the University shall be updated prior to the conduct of the election. The initial mailing to alumni for the purpose of soliciting nominations may be used to update the mailing list.
- 2.3 Because persons who have not received an associate, baccalaureate, or graduate degree from the University are not eligible to serve as the alumni member of the Board or to vote in an election for alumni member of the Board, the initial mailing to solicit nominations and the mailing of ballots and other election materials shall be limited to those persons who actually received degrees.
- 2.4 If the official alumni mailing list includes persons who attended the University but did not receive a degree from the University, only that portion of the mailing list which includes persons who received an associate, baccalaureate, or graduate degree from the University shall be used for the alumni member election procedure.
- 2.5 Each mailing to alumni during the election process shall include a notice asking recipients of the mailing to identify other alumni who have not received election literature or ballots, the notice shall include a telephone number at the University that alumni can use to obtain information on the election or a ballot.

3.0 ELECTIONS ADMINISTRATOR AND ELECTIONS COMMITTEE

- 3.1 Whenever a vacancy occurs or will occur with the expiration of the term of office of an alumni member of the Board, the President or the President's designee may appoint an Elections Administrator to perform the administrative tasks of conducting an election in accordance with the procedures approved by the Board of Trustees that have been established to fill a vacancy or potential vacancy. The President or the President's designee may also establish an Elections Committee to assist

the Elections Administrator in conducting an election to fill an alumni trustee vacancy or potential vacancy on the Board.

- 3.2 The Elections Administrator may be an employee of the University. The Elections Committee shall consist of five individuals, and any member may be an employee of the University.
- 3.3 The Elections Committee shall serve as an advisory body to the Elections Administrator for the conduct of an election, and shall perform election duties as may be assigned by the Elections Administrator, and shall ascertain and verify the accuracy of the following information on each nominee:
 - a.) Full name, current address, and telephone number
 - b.) Type of degree received and year that the degree was awarded; and
 - c.) Issued "Pin Number" and social security number.
- 3.4 The Elections Administrator shall be responsible for certifying the eligibility of all candidates who file a petition to be on the ballot of any election to fill an alumni trustee vacancy or potential vacancy on the Board.
- 3.5 The Elections Administrator may appoint an Assistant Elections Administrator, and the appointee may be an employee of the University. The Assistant Elections Administrator shall report directly to the Elections Administrator and shall perform duties associated with the conduct of election as may be assigned by the Elections Administrator.
- 3.6 The Elections Administrator, with approval of the President or the President's designee, may engage the services of a vendor, skilled in processes of conducting elections, to perform the technical tasks of an election. These tasks include, but are not limited to, issuing the notice of election, constructing the election ballot, implementing ballot security procedures for issuing ballots to eligible voters, retrieving ballots from eligible voters, tallying ballots from eligible voters, serving as the Custodian of the Ballots, and preparing a final report of all balloting.
- 3.7 The Elections Administrator and the Elections Committee shall take all reasonable steps to ensure that each person whose name is placed on the ballot is qualified under the provisions of §120 of the University Rules [Title 8, DCMR], and may require an affidavit of eligibility or other proof of eligibility.

4.0 NOMINATION BY PETITION

- 4.1 A mailing shall be made to all alumni of the University who hold a degree from the University or any of its predecessor institutions for the purpose of soliciting nominations for candidates for election to the position of the Board of Trustees.
- 4.2 The mailing shall include a copy of the official nomination petition form (Exhibit A) and a cover letter explaining the eligibility requirements, the nomination process, and the election process (Exhibit B).
- 4.3 In order to be placed on the ballot by petition, a candidate must be nominated by at least twenty-five (25) eligible alumni who sign a petition in support of the nominee.
- 4.4 The following information must be provided on the petition for each nominee and for each person signing a petition in support of the candidacy of the nominee:

- (a) Full name, current address, and telephone number;
 - (b) Type of degree received and year that the degree was awarded; and
 - (c) Personal Identification Number (PIN), student identification number, or Social Security number.
- 4.5 If a nominee or nominator has changed his or her name, or cannot be identified as a degree recipient for any reason, the University may require additional proof of identity and receipt of a degree.
- 4.6 In addition to the information required under §4.4 each nomination petition must be accompanied by a completed Statement in Support of Nomination (Exhibit C.) The Statement shall be limited to the space provided on the form.
- 4.7 Completed nomination petitions (including the Statement in Support of Nomination must be received by the University on or before the deadline stated in the mailing.
- 4.8 The President, or the President's designee, shall ensure that each petition contains the signatures of at least twenty-five (25) eligible alumni in support of the candidacy of the nominee.
- 4.9 The President, or the President's designee, shall take all reasonable steps to ensure that each person whose name is placed on the ballot is qualified under the provisions §120 of the University Rules, and may require an affidavit of eligibility or other proof of eligibility.
- 7.0 ELECTION PROTESTS**
- 7.1 Any eligible voter (including a candidate) may file a written protest of the election to challenge the conduct of the election or the results of the election.
- 7.2 An election protest must be submitted in writing to the President and must contain the following:
- (a) The name, signature, address, and telephone number of the person filing the protest:
 - (b) The specific reason(s) for the protest. If the protest alleges that a candidate is ineligible, the protest must assert specific facts that relate to the eligibility of the candidate. If the protest alleges a violation of the election procedures or rules, the protest must refer to the specific rule or procedure that has been violated and must allege specific facts and circumstances establishing the violation; and,
 - (c) A concise statement of the relief sought by the protest.
- 7.3 A protest of the eligibility of a candidate may be filed at any time after the list of candidates is announced. A protest of the eligibility of a candidate that is received after the results of the election are certified and announced will be treated as a challenge to the right of the elected alumni member to hold the office.
- 7.4 A protest of the conduct of the election must be received within ten (10) calendar days after the deadline for the receipt of ballots or within three (3) calendar days of the date on which the President announces the certification of the election and results of the election, whichever occurs last.
- 7.5 Upon receipt of a written protest of the eligibility of a candidate or the conduct of the election, the President, or the President's designee, shall conduct a review of the protest.

- 7.6 President, or the President's designee, shall provide an opportunity for the challenged candidate to respond in writing to the allegations in the protest.
- 7.7 After consideration of the protest, the response (if any), and any other evidence obtained during the review, the President shall issue a written determination of the eligibility of candidate.
- 7.8 If the protest to the eligibility of a candidate is allowed, the candidate will be disqualified. The persons who filed the protest and the disqualified candidate will be notified by the President.
- 7.9 If the protest challenges the conduct of the election, the President, or the President's designee, shall conduct a review and attempt to ascertain the facts related to the protest. After the review is completed, the President may deny the protest or may provide for a remedy which, in the discretion of the President, will cure any defect in the election procedures.
- 7.10 If the President, in his or her sole discretion, determines that the election process has been affected in a manner that may result in an unfair advantage or disadvantage to any candidate, or that the integrity of the election process has been affected in a manner that cannot be remedied, the President may declare the election void and direct that a new election be conducted.
- 7.11 If a candidate who has received a winning number of votes is disqualified, a new election shall be conducted for the seat that would have been filled by the disqualified candidate.
- 7.12 The President's decision shall be in writing and shall be the final decision of the University. If the protest is denied, a copy shall be sent to the person who filed the protest. If the protest results in any other action being taken by the President, a copy of the decision shall be sent to the person who filed the protest and to other persons affected by the decision. This paragraph does not require that the President provide a copy of the decision to each voter.
- 7.13 The President shall provide a copy of each protest filed and the President's decision to the members of the Board of Trustees.

8.0 CERTIFICATION AND ANNOUNCEMENT OF ELECTION RESULTS

- 8.1 The results of the election tabulation shall be announced by the President or the President's designee. The announcement shall include the number of votes received by each candidate and the name(s) of the winner(s).
- 8.2 After the deadline for the receipt of protests has expired, if no protest has been received, the election shall be certified by the President and the President shall notify the Board of Trustees of the result of the election. Each candidate shall also receive a notice from the President setting forth the tabulation of votes and the result of the election.
- 8.3 If one (1) or more protest is received, the President shall not certify the election until all protests have been decided. Unless the result of the election is affected by the President's decisions(s), the election shall be certified as soon as the President has issued his or her decision(s) on all of the protests.

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Attachment 4

UDC Trustee Election Timeline

Formal Kick-Off of Elections, March 3, 2020 (203 days)

March 3, 2019	Electronic Notice of Election Designee, Administrator and Committee
March 31, 2020	Deadline for Content Delivery to EA
May 1, 2020	Formal Written Notice of Election and Nominations Process
May 15, 2020	Nominations close
June 1, 2020	Formal Ballots Mailed
June 15, 2020	Meet the Candidates
July 6, 2020	Final Date to submit Ballot, no exceptions
July 16, 2020	Final date to contest election conduct
August 7, 2020	Winner(s) Announced
August 10, 2020	Final Date to contest the election
August 31, 2020	Election Certified
September 22, 2020	New Trustee(s) seated

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Attachment 5

NO PROPOSAL REPLY FORM

Solicitation No. 000012020

Contract Title: Alumni Trustee Nomination and Election Management Services

To assist us in obtaining good competition on our Request for Quotation, we ask that each firm that has received a RFQ, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number or email to the contact listed below. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide quotation.

Unfortunately, we must offer a "No Quotation" at this time because:

- ☐ 1. We do not wish to participate in the quotation process.
- ☐ 2. We do not wish to bid under the terms and conditions of the Request for Quotation document. Our objections are:

- ☐ 3. We do not feel we can be competitive.
- ☐ 4. We do not wish to sell or provide services to the University. Our objections are:

- ☐ 5. We do not sell the items/services on which Quotations are requested.
- ☐ 6. Other: _____

FIRM NAME

SIGNATURE

☐ We wish to remain on the Vendor's List for these goods or services.

☐ We wish to be deleted from the Vendor's List for these goods or services

PLEASE FORWARD NO QUOTATION REPLY FORM TO:

University of the District of Columbia, Office of Strategic Sourcing and Procurement, 4200 Connecticut Avenue NW, Building 39 Suite 200-C, Washington, DC 20008, to the attention of Brian Brooks, Contract Specialist or email brian.brooks@udc.edu.

NON-COLLUSION STATEMENT

CONTRACT NO.: 000012020
CONTRACT TITLE: Alumni Trustee Nomination and Election Management Services
DEADLINE TO RESPOND: March 12, 2020 at 3:00 PM (Local Time)

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this RFQ response, and further certifies that it is not a sub-contractor to another Vendor who also submitted a RFQ response as a primary Vendor in response to this solicitation submitted this date to the University of the District of Columbia, Office of Strategic Sourcing and Procurement.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 7, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her firm into a formal contract with the University of the District of Columbia, Office of Strategic Sourcing and Procurement.

FIRM NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ DISTRICT OF COLUMBIA
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Local Business Enterprise (BE)	Yes	No
	Longtime Resident Business (LRB)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business (VOB)	Yes	No
	Small Business Enterprise (SBE)	Yes	No
	Development enterprise Zone (DZE)	Yes	No
	Residence Owned Business (ROB)	Yes	No
	Local Manufacturing Business Enterprise (LME)	Yes	No

[the above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal and/or District of Columbia government suspension or debarment?

YES ___ NO ___ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR RESPONSE

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Attachment 9

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any Personal References or District of Columbia Employees as a business reference. If you have held a District of Columbia government contract within the last 5 years, please provide a separate list of the contract(s).

1. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	
2. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	
3. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

UNIVERSITY OF THE DISTRICT OF COLUMBIA PERSONNEL MAY NOT BE USED AS REFERENCES.

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Quotation including an Applicant's experience, if any, providing similar services.
2. The remaining vendor response package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the responses will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 6). Bid marked "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFQ Exception form (See Attachment 7) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 8) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 9) – please provide references other than District of Columbia government contacts – Form must be included.

The items listed above provide the basis for evaluating each vendor's response. Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration. If an item listed above is not applicable to your company or RFQ response, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor RFQ response paperwork. One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.
2. One (1) electronic copy of the vendor RFQ response saved to USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If the University of the District of Columbia has requested multiple electronic copies, each electronic copy must be on a separate computer media).

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Refer to additional separate Appendix B Documents:

- Part 1. General Information
- Part 2. Nomination
- Part 3. Voting Registration
- Part 3. Nomination/Voting Registration Deployment
- Part 4. Elections Management System
- Part 5a. Cryptography Standard
- Part 5b. Key Management
- Part 5c. Application Security Standard
- Part 5d. Web Application Security
- Part 5e. Electronic Signature Policy

Technology requirements

1. STANDARD PRACTICES:

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the University of the District of Columbia (UDC). The contractor(s) shall follow practices consistent with generally accepted professional and technical best practices and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to UDC are consistent with best practices utilized by, or policies and standards promulgated by, the University of the District of Columbia Information Technology (IT) Services and the District of Columbia Office of the Chief Technology Officer (OCTO).

If any service, product or deliverable furnished by a contractor(s) does not conform to UDC and OCTO policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to the University of the District of Columbia Information Technology (IT) Services and the District of Columbia Office of the Chief Technology Officer (OCTO) policies, standards or practices.

2. CONFIDENTIALITY AND DATA INTEGRITY:

The University of the District of Columbia Information Technology (IT) Services is responsible for safeguarding the confidentiality and integrity of data in the University of the District of Columbia (UDC) computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process UDC data will not be modified without the knowledge and written authorization of UDC. All data generated from the original source data, shall be the property of UDC. The control of the disclosure of those data shall be retained by the District of Columbia and the University of the District of Columbia.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFQ. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

3. SECURITY CONTROLS:

As computer, network, and information security are of paramount concern, the University of the District of Columbia wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at: <http://www.sans.org/critical-security-controls/>.

Vendor shall comply with the Open Web Security Project (OWASP) as identified at https://www.owasp.org/index.php/Main_Page.

4. CYBER SECURITY LIABILITY:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the University of the District of Columbia (UDC). Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless UDC, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, UDC shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

5. INFORMATION SECURITY:

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any of the University of the District of Columbia nonpublic data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

6. CLOUD AND EXTERNAL HOSTING:

All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting listed Appendix E attached and made part of this RFQ. Vendors must complete and submit Attachment E with their response.

7. CYBER LIABILITY INSURANCE

Contractor shall meet the Cyber Responsibilities, Liability and Insurance requirements as per Attachment F, attached hereto as part of this Participating Addendum.

8. DATA RETENTION/TRANSFER

All data retained in the data storage and management system belongs to the University

of the District of Columbia (UDC). At the end of the contract term, the awarded vendor will retain the data until the UDC can accomplish a transfer of data. The offeror will identify their standard procedures for facilitating transfer of data.

Project Management

Project Management is discussed in Appendix B of this RFQ. Implementation is anticipated to require project management as a joint effort between technical and functional business, the offeror shall provide a detailed, economically worded, project plan that is consistent with industry best practices for project management, as set forth by Project Management Institute (PMI).

The offeror must use the following project phase names in the project plan, to maintain consistency with the University of the District of Columbia phase names:

- a. Planning & Design
- b. Customization
- c. Implementation and User Acceptance
- d. Training
- e. Closeout

The offeror will identify a project manager as well as a key team member to be responsible for each phase in the table below. Additionally, the offeror will provide a brief resume for each of the identified staff.

Phase	Staff Member	Years of experience
Project Manager		
Planning and Design		
Customization		
Implementation and User Acceptance		
Training		
Closeout and Final User Acceptance		

Project Management Methodology shall provide for:

Monthly reporting of actual milestone progress as compared to agree upon time periods
Initiating corrective action to correct progress deficiencies

Monthly reporting of identified issues including: resolved issues, time taken to resolve, currently open issues and issues escalated

Travel and lodging expense rates shall not exceed the Federal Rates established by the U.S. General Services Administration (GSA) available at <http://www.gsa.gov/perdiem>.

The project plan is to be summarized in a table similar to the following. Payments for implementation will be directly tied to the project milestone acceptance by the University of the District of Columbia.

University of the District of Columbia
Office of Strategic Sourcing and Procurement
Solicitation No. 000012020

Milestone	Time Period (date range)
Planning and Design	
Customization	
Implementation and User Acceptance	
Training	
Closeout and Final User Acceptance	

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix C – Pricing

Appendix C is a separate Microsoft Excel file made part of this solicitation.

The University of the District of Columbia (UDC) invites offerors to bid pricing on professional services nomination/registration and election management system, postage. Offeror bids on all of the items. The data storage and management system established through this solicitation may or may not be procured from vendor.

The Pricing Appendix C consists of four tabs.

Tab 1. General Vendor Information

This tab consists of Vendor identification information and notes on completing the spreadsheet.

Tab 2. Project Implementation Costs

Implementation is expected to require project management as a joint effort between technical and functional business, the Vendor shall provide a detailed, economically worded, project plan that is consistent with industry best practices for project management, as set forth by Project Management Institute (PMI). Project Management requirements are discussed in Appendix B of this RFP. Costs should be identified using the separate pricing spreadsheet by milestone categories identified in Appendix C and listed below, with additional details added as appropriate. All costs should be identified. Response evaluation will be scored based on the "Total Implementation Cost" provided on the Appendix C. Value added options are encouraged but will not be considered for response evaluation scoring. During the award negotiation period, the value-added options can be considered for acceptance. Final acceptance by the University of the District of Columbia will result in fixed contract pricing.

- Planning and Design
- Customization
- Implementation and User Acceptance
- Training
- Closeout and Final User Acceptance

Project Change Management Process: Upon request from the University of the District of Columbia Contract Administrator or upon identification of a project change by the Vendor Project Manager, a Project Change Order (PCO) will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. Each PCO will contain a written explanation of the reasons for additional work, changes, or expenses. Any PCO is not approved until agreed to in writing by the Authorized Approvers of both parties.

Tab 3. Nomination/Registration and Voting System

Upon award, the University of the District of Columbia intends to implement a university-wide solution dependent on availability of specifically budgeted funds. The Vendor should propose solution needed based on the number of voters identified in the RFQ for establishing a university-wide solution that includes additional equipment and software dedicated for a training and testing environment. It is the UDC's interest to capitalize the fullest extent possible using economies of scale to secure favorable pricing. Per unit costs should also be identified for future equipment and software replacement or expansion of services.

Please reference details throughout the RFQ and specific to Appendix B and its sub-parts.

Tab 4. Data Storage-Management.

This Tab includes establishing a hosted nomination/election management system, nomination/voter registration system, data management, data storage, integration with identified existing software systems, and device software. Data hosting options that are not cloud based are desired currently, but if cloud offerings are available, please identify that as a potential value-added option to the University of the District of Columbia.

Please reference details throughout the RFQ and specific to Appendix B and its sub-parts.

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix D – Confidentiality and Integrity of Data Agreement

Office of Strategic Sourcing and Procurement
University of the District of Columbia
4200 Connecticut Avenue, NW Building 39 Suite 200-C
Washington, DC 20008

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The University of the District of Columbia Information Technology Services is responsible for safeguarding the confidentiality and integrity of data in the University of the District of Columbia (UDC) computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. All data generated from the original source data, shall be the property of UDC. The control of the disclosure of those data shall be retained by the District of Columbia and University of the District of Columbia.

I/we, as an employee(s) of [INSERT CONTRACTOR NAME] or officer of my firm, when performing work for the University of the District of Columbia, understand that I/we act as an extension of UDC and therefore I/we are responsible for safeguarding UDC's data and computer files as indicated above. I/we will not use, disclose, or modify UDC data or UDC computer files without the written knowledge and written authorization of UDC. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of UDC computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of UDC data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable District of Columbia or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read the University of the District of Columbia's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature _____
Title: _____
Date: _____
Contractor Name: _____

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix E – Cloud and External Hosting

The Contractor is required to execute the Public and Non-Public Cloud and Offsite Hosting Terms and Conditions document(s) attached hereto and made part of the final Agreement.

PUBLIC DATA OWNED BY THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
University of the District of Columbia Cloud and/or Offsite Hosting Specific Terms and Conditions

	Terms and Conditions Clauses 1-10 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive
1	Data Ownership: The University of the District of Columbia shall own all right, title and interest in its data that is related to the services provided by this contract.
2	<p>Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of the University of the District of Columbia information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of the University of the District of Columbia information and comply with the following conditions:</p> <p>a) At no time shall any data or processes which either belongs to or are intended for the use of the University of the District of Columbia or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the University of the District of Columbia.</p>
3	Notification of Legal Requests: The Service Provider shall contact the University of the District of Columbia upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the University of the District of Columbia. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the University of the District of Columbia without first notifying the University of the District of Columbia unless prohibited by law from providing such notice.
4	<p>Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of University of the District of Columbia data in CSV or XML or another mutually agreeable format.</p> <p>a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any University of the District of Columbia data.</p> <p>b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any University of the District of Columbia data for a period of 90 days after the effective date of the termination. After such 90-day period, the Service Provider shall have no obligation to maintain or provide any University of the District of Columbia data. Within this 90-day timeframe, Vendor will continue to secure and back up University of the District of Columbia data covered under the contract.</p> <p>c) Post-Termination Assistance: The University of the District of Columbia shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p>
5	Background Checks: The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the University of the District of Columbia's information among the Service Provider's employees and agents.

6	Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in acceptable to the University of the District of Columbia.
7	Security Logs and Reports: The Service Provider shall allow the University of the District of Columbia access to system security logs that affect this engagement, its data and or processes. This includes the ability for the University of the District of Columbia to request a report of the records that a specific user accessed over a specified period of time.
8	Contract Audit: The Service Provider shall allow the University of the District of Columbia to audit conformance including contract terms, system security and data centers as appropriate. The University of the District of Columbia may perform this audit or contract with a third party at its discretion at the University of the District of Columbia's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
9	Sub-contractor Disclosure: The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
10	<p>Operational Metrics: The Service Provider and the University of the District of Columbia shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:</p> <ul style="list-style-type: none"> a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

NON-PUBLIC DATA OWNED BY THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
University of the District of Columbia Cloud and/or Offsite Hosting Specific Terms and Conditions

	<p>Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive</p>
1	Data Ownership: The University of the District of Columbia shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access University of the District of Columbia User accounts, or University of the District of Columbia Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the University of the district of Columbia's written request.
2	<p>Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of the University of the District of Columbia information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of the University of the District of Columbia information and comply with the following conditions:</p> <ul style="list-style-type: none"> a) All information obtained by the Service Provider under this contract shall become and remain property of the University of the District of Columbia. b) At no time shall any data or processes which either belongs to or are intended for the use of the University of the District of Columbia or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the University of the District of Columbia.
3	Data Location: The Service Provider shall not store or transfer non-public University of the District of Columbia data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access University of the District of Columbia data remotely only as required.

4	<p>Encryption:</p> <p>a) The Service Provider shall encrypt all non-public data in transit regardless of the transit mechanism.</p> <p>b) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Service Provider's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Cloud and Offsite Hosting. Additionally, where encryption of data at rest is not possible, Vendor must describe existing security measures that provide a similar level of protection.</p>
5	<p>Breach Notification and Recovery: Code of the District of Columbia requires public breach notification when citizens' personally identifiable information is lost or stolen. Reference: DC Code § 28-3852. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the University of the District of Columbia. When the Service Provider or their sub-contractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The University of the District of Columbia shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the District of Columbia to hold a Contractor harmless.</p>
6	<p>Notification of Legal Requests: The Service Provider shall contact the University of the District of Columbia upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the University of the District of Columbia. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the University of the District of Columbia without first notifying the University unless prohibited by law from providing such notice.</p>
7	<p>Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of University of the District of Columbia data in CSV or XML or another mutually agreeable format.</p> <p>a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any University of the District of Columbia data.</p> <p>b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any University of the District of Columbia data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any University of the District of Columbia data and shall thereafter, unless legally prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in section 7d) below.. Within this 90-day timeframe, Vendor will continue to secure and back up University of the District of Columbia data covered under the contract.</p>
8	<p>Background Checks: The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the University's information among the Service Provider's employees and agents.</p>
9	<p>Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in acceptable to the University of the District of Columbia.</p>
10	<p>Security Logs and Reports: The Service Provider shall allow the University of the District of Columbia access to system security logs that affect this engagement, its data and or processes. This includes the ability for the University of the District of Columbia to request a report of the records that a specific user accessed over a specified period of time.</p>

University of the District of Columbia
Office of Strategic Sourcing and Procurement
Solicitation No. 000012020

11	Contract Audit: The Service Provider shall allow the University of the District of Columbia to audit conformance including contract terms, system security and data centers as appropriate. The University of the District of Columbia may perform this audit or contract with a third party at its discretion at the University's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
12	Sub-contractor Disclosure: The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
13	<p>Operational Metrics: The Service Provider and the University of the District of Columbia shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:</p> <ul style="list-style-type: none"> a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Attachment, the Service Provider agrees to abide by all of the above Terms and Conditions.

University of the District of Columbia	Service Provider Name:
Signature: _____	Signature: _____
Name: Mary Ann Harris	Name: _____
Title: Chief Contract Officer Office of Strategic Sourcing and Procurement	Title: _____
Signature Date: _____	Signature Date: _____

UNIVERSITY OF THE DISTRICT OF COLUMBIA
Office of Strategic Sourcing and Procurement

Appendix F – Cyber Liability Insurance

The contractor shall meet the Cyber Responsibilities, Liability and Insurance requirements attached hereto and made part of the final Agreement.

Cyber Responsibilities, Liability and Insurance

A. Contractor Protection of Customer Data

1. Contractor shall, at a minimum, comply with all University of the District of Columbia, Information Technology (IT) Services and the District of Columbia Office of the Chief Technology Officer (OCTO) security standards identified in this Participating Addendum.

B. Definitions

Data Breach

1. In general, the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the University of the District of Columbia (UDC) that results in, or there is a reasonable basis to conclude has resulted in:
 - 1.1. The unauthorized acquisition of personally identifiable information (PII); or
 - 1.2. Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1. The term “data breach” does not include any investigative, protective, or activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 - 1.1. Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal, state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

2. Information or data that meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the District of Columbia.

Customer Data

All data including all text, sound, software, or image files provided to Contractor by, or on behalf of, the University which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this Participating Addendum.

Security Incident

Any unauthorized access to any Customer Data maintained, stored, or transmitted by UDC.

C. Responsibilities of Contractor in the Event of a Data Breach

1. Contractor shall notify UDC Information Technology (IT) Services, Contract Administrator (CA), and the Office of Strategic Sourcing and Procurement (OSS&P) without unreasonable delay when Contractor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - 1.1 Should the University or Contractor determine that a data breach has actually occurred; Contractor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by CONTRACTOR, IT, OCTO, and OSS&P.
 - 1.2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with OSS&P.
 - 1.3 In the event of an emergency, Contractor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by OSS&P.
 - 1.4 For any record confirmed to have been breached whether such breach was discovered by Contractor, the University, or any other entity and notwithstanding the definition of personally identifiable information the Contractor shall:
 - 1.4.1. Notify in a form acceptable to the University, any affected individual as may be required by the District of Columbia Code.
 - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
 - 1.4.3. Meet and confer with representatives of University regarding required

remedial action in relation to any such data breach without unreasonable delay.

- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll-free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

- 1.1. The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of the University or its users or (2) Within the published recovery point objective for the Services

2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of Contractor's liability for the Contractor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

1. Contractor unable to meet the University's Cloud and Offsite Hosting requirement of encrypting PII at rest shall, **prior to execution of a contract**, present a valid certificate of cyber liability insurance at the levels indicated below. Further, Contractor shall ensure the insurance remains valid for the entire term of the Participating Addendum, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **The level applicable to this Participating Addendum must be determined by the University and OCTO prior to the issuance of a purchase order.** Should the actual number of PII records exceed the anticipated number, it is Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that Contractor fails to obtain sufficient coverage, Contractor shall be liable to cover damages up to the required coverage amount.

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15, 0000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

F. Compliance

Contractor is required to comply with applicable security-related Federal and District of Columbia laws.

G. Media Notice

No media notice may be issued without the approval of the University.

H. Points of Contact – Data Breach

University of the District of Columbia, Office of Strategic Sourcing and Procurement, 4200 Connecticut Avenue NW, Building 39 Room 200-C, Washington, DC 20008, to the attention of Mary Ann Harris, Chief Contract Officer or email mharris@udc.edu.

**OFFICIAL NOMINATION NOTICE**

Election for Alumni Members of the UDC Board of Trustees

To the Alumni of the University of the District of Columbia:

You are invited to participate in the nomination process for the University of the District of Columbia's Board of Trustees – Alumni Election. The UDC Board of Trustees is the governing board for the only public institution of higher learning in the nation's capital. This election involves three seats on the Board of Trustees. This year, the University has contracted the services of Election-America, Inc., to conduct the nomination and election phases. To access the official nomination form, go to:

<https://vote.election-america.com/UDC>

After you log in, you will be able to access the "Statement in Support of Nomination" form and a cover letter explaining the eligibility requirements, the nomination process, and the election process.

The Nomination phase ends January 30, 2015, at 1:00 pm EST. If you have any questions, or would like paper forms mailed to you, please contact the election help desk at help+UDC@election-america.com or (866) 384-9978.

Thank you.

Michael C. Rogers

Vice President for University Advancement

University of the District of Columbia

This is your **Election Code**:

This is your **Voting PIN**:

<https://Vote.Election-America.com/UDC>



OFFICIAL NOMINATION NOTICE

{RETURN ADDRESS}

{ADDRESS}

{Barcode}



OFFICIAL NOMINATION NOTICE

UNIVERSITY OF THE DISTRICT OF COLUMBIA
BOARD OF TRUSTEES - ALUMNI REPRESENTATIVE

STATEMENT IN SUPPORT OF NOMINATION

NOMINEE: Johnny H. BUTLER
(Please PRINT or type the full name of the "Nominee")Address: Bachelor of Music in Music Education
Degree and Year Received: B.M. 2003 Degree From: Music - UDCPIN, Student ID, or Soc. Sec. No.: N00199979 Telephone: 202.246.6796

The Statement in Support of Nomination should briefly set forth the candidate's credentials, background, work experience, special knowledge and skills, or other reasons why the alumni should vote for the candidate to represent them on the Board of Trustees. The statement should be typewritten and limited to the space below.

The candidate, Johnny H Butler III, is an educator and performer, who earned a Bachelor of Music (BM) in Music Education from the University of the District of Columbia in 2003 and a Master of Music (MM) in Vocal Pedagogy from Catholic University in 2006. Since 2007, Mr. Butler has served as Adjunct Professor on the music faculties of the University of the District of Columbia and the Community College of UDC, where he teaches Applied Voice and Applied Keyboard. Since 2014 he has served as the Faculty Advisor for the UDC Chorale. He also manages two social media platforms (Facebook and YouTube: "UDC Music Program") for the UDC Music Program. He has excellent administrative skills and has been an advocate for the University in the community. We believe that he would be an excellent alumni representative.

Mr. Butler has continued to develop professionally and had studied and appeared at the Amalfi Coast Music Festival & Institute, in Maori, Italy (summers of 2007 & 2014). He has performed in solo recitals at the following venues: the Washington Club, National City Christian Church, Shiloh Baptist Church and Wisconsin Avenue Baptist Church. His operatic roles include the following Mozart roles of the (Armored Man) in 'Die Zauberflöte'; (Don Alfonso) 'Cosi fan tutte' and the title role of the opera, 'Don Giovanni'.

The candidate must sign the following commitment:

I agree to have my name placed in nomination as a candidate for the office of Alumni Representative to the Board of Trustees. I understand that service on the Board of Trustees requires attendance at meetings of the Board and service on one or more Board committees.

SGNED: 

NOMINATING PETITION FORM

NOMINEE: Johnny H. Butler III
(Please **PRINT** or type the nominee's full name)

Address: 2701 Q St. SE Apt 101 B. M. Ed 2003
WDC 20020
 Telephone 202 246 6796
N00199979
 Degree and Year Received
 PIN, Student ID, or SS No

[illegible]

more signatures could be submitted - but we will keep to deadline.



*Office of the Vice President
University Advancement*

January 5, 2015,

OFFICIAL NOTICE OF ELECTIONS:

***ALUMNI MEMBERS TO THE BOARD OF TRUSTEES,
UNIVERSITY OF THE DISTRICT OF COLUMBIA***

To the Alumni of the University of the District of Columbia:

I have been designated by Interim President James E. Lyons, Sr. to facilitate the 2015 elections of alumni members to the Board of Trustees of the University of the District of Columbia. Accordingly, I appointed an Elections Administrator to conduct these elections in accordance with applicable laws and University procedures.

Election Officials

The Elections Administrator shall serve as the chief administrative officer in the conduct of elections and the Elections Committee shall serve as an advisory body to the Elections Administrator and assist him in the performance of his official duties. The Elections Administrator is:

Elections-America
1425 K Street, NW Suite 350
Washington, DC 20005

The Nominating Process

The first step in conducting the election is the nominating process. Under the statute and University Rules governing the election, each holder of a degree (associate, baccalaureate, or graduate degree) awarded by UDC or any predecessor institution of the University and/or its schools and colleges (Miner Teachers College, Wilson Teachers College, District of Columbia Teachers College, Washington Technical Institute, Federal City College, Antioch Law School, and David A. Clarke School of Law) is eligible to serve on the Board as an alumni representative. Persons who have been convicted of a felony are ineligible. There is no restriction on the residency of alumni Trustees; therefore, nominees do not have to be residents of the District of Columbia.

Degree holders from UDC or any of the predecessor institutions and/or schools and colleges may nominate candidates for the position of alumni representative and may vote for the alumni members of the Board. You are invited to nominate candidates for alumni representatives to the Board of Trustees using the "Nominating Petition Form." To access the official form, [click here](#).

To be a candidate whose name is placed on the final election ballot, there shall be strict compliance with

the following requirements:

- (1) An official petition ("Nominating Petition Form"—Exhibit A) shall be submitted accordingly: (a) The petition must identify degree holders from UDC or predecessor institutions of UDC or its schools and/or colleges as a candidate and the requisite of twenty-five (25) persons in support of the nomination of the candidate; (b) The candidate shall not be a convicted felon; and (c) candidates must submit a completed official "Statement in Support of Nomination" which shall be signed by the candidate. To access the official form, [click here](#).

The description of the candidate's qualifications that is required by the official "Statement in Support of Nomination" shall be limited in length to the space provided on the front side of the form. The official "Statement in Support of Nomination" for each eligible nominee shall be distributed in unedited form with each final election ballot.

A candidate may nominate himself/herself by petition, but must be nominated by petition of at least twenty-four (24) other qualified alumni as defined above to be considered an eligible candidate.

- (2) The official "Statement in Support of Nomination" shall be submitted by U.S. Mail to:
University of the District of Columbia
c/o Election-America, Inc.
1425 K St., NW Suite 350
Washington, DC 20005

Nominating Petition Forms must be received by 12:00 p.m., January 30, 2015.

- (3) Following the closing date for receipt of all nominating petitions, the Elections Administrator and the Election Committee shall commence the process of certifying candidates on February 2, 2015. Once all of the eligible candidates have been certified by the Elections Administrator, a secret ballot containing the names and description of qualifications shall be mailed to all eligible voters.

Schedule of the Election Process

2010 ALUMNI TRUSTEE ELECTIONS

1. FIRST MAILING, January 5, 2015
(Notice of Election, Procedures for Election, Nominating Petition, Issuance of "*PIN Number*", **Notice of date Nominating Petition must be received – January 30, 2015**).
2. **NOMINATING PETITIONS DUE NOT LATER THAN 12:00 p.m., January 30, 2015**
(Commencement of process for verification of the eligibility of nominees.)
3. SECOND MAILING— February 5, 2015
(Second mailing—Ballot, notice of outside date when ballot shall be received, and other pertinent information.)
4. CUT-OFF DATE FOR REQUESTING A "DUPLICATE BALLOT" OR AN "ORIGINAL BALLOT" February 20, 2015
5. ALL BALLOTS SHALL BE RECEIVED AT THE DESIGNATED U.S. POSTAL "LOCK BOX" NOT LATER THAN 11:59 P.M., March 6, 2015
6. BALLOT TALLY DAY, March 10, 2015
(Tally to be conducted by Election-America.)

We look forward to your participation in the process to elect alumni representatives to the UDC Board of Trustees. For your convenience, a copy of the Board of Trustees Election Procedures is enclosed with this here.

Sincerely yours,

Michael C. Rogers
Vice President for University Advancement

NOTE: We are attempting to reach all UDC alumni, which includes all persons who received a degree from UDC or its predecessor institutions or schools and colleges. Please ask to other alumni you know to contact the Office of University Advancement and provide the office with a current mailing address and Social Security number if they did not receive this message. Also, any alumni member who wishes to update their contact information may send an email to alumniupdate@udcc.edu. Please provide, Name, Address, e-Mail, and Class year.

Alumni-Elected Trustee Nomination

- Nominee's Name * First Last

- Nominee's Class Year *

Enter 4 digits. *Currently Used: 0 digits.*

Please enter as a four-digit number (1993 instead of 93). Approximate year is okay.

- Nominee's Address *

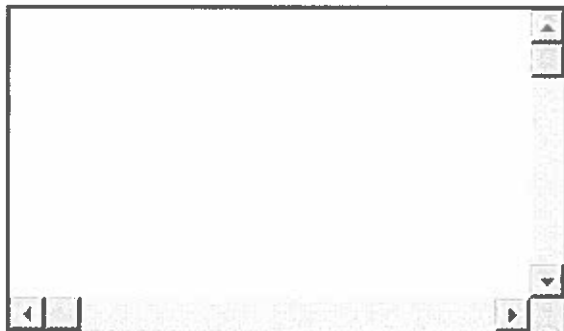
Street Address Address Line 2 City State / Province /
Region Postal / Zip Code Country

- Nominee's Phone Number * ###-###-####

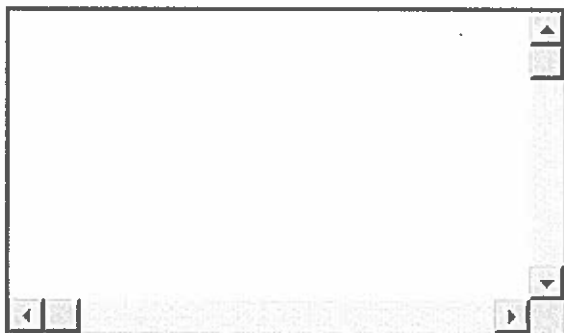
- Phone Number Type *

☐ Home ☐ Cell ☐ Business

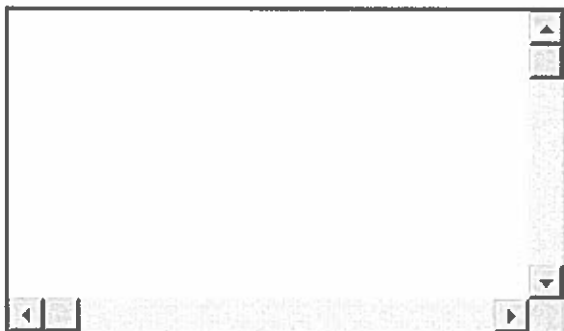
- Significant accomplishments and activities since graduation: *

A large rectangular text area with a vertical scrollbar on the right side and horizontal scrollbars at the top and bottom.

- Most important qualities nominee would bring to the Board of Trustees: *

A large rectangular text area with a vertical scrollbar on the right side and horizontal scrollbars at the top and bottom.

- Demonstrated commitment to University of the District of Columbia: *

A large rectangular text area with a vertical scrollbar on the right side and horizontal scrollbars at the top and bottom.

- Your Name * First Last

- Your Class Year *

Enter 4 digits. *Currently Used: 0 digits.*

Please enter as a four-digit number (1993 instead of 93).

- Your Address *

Street Address Address Line 2 City State / Province /
Region Postal / Zip Code Country

- Your Email *

Confirmation of your nomination will be sent to this address.

[illegible]

Exhibit IV

4 of 4

[illegible]



To the Alumni of the University of the District of Columbia:

As of January 30, 2015 no nominee met the requisite number of signatures to be deemed a qualified candidate for the position of Board of Trustee. The deadline for submitting petitions has been extended to February 16 at 12:00 PM

You are invited to participate in the nomination process for the University of the District of Columbia's Board of Trustees – Alumni Election. The UDC Board of Trustees is the governing board for the only public institution of higher learning in the nation's capital. This election involves three seats on the Board of Trustees. This year, the University has contracted the services of Election-America, Inc., to conduct the nomination and election phases.

To access the official nomination forms (either to be a candidate or help nominate someone else):

1. Go to: election-america.com/UDC
2. Enter your Election Code: [Code]
3. Enter your Voting PIN: [PIN]

After you log in, you will be able to access the "Statement in Support of Nomination" form and a cover letter explaining the eligibility requirements, the nomination process, and the election process. Ballots will be mailed after the nominating process closes and nominees qualified.

The voting period will begin on February 20, 2015 and end on March 20, 2015.

After nominating period close, if you have any questions about your Voting PIN or other election related matters, or would like paper forms mailed to you, please contact the Election Help Desk at, help+UDC@election-america.com or call (866) 384-9978.

Thank you.

Michael C. Rogers
Vice President for University Advancement
University of the District of Columbia



Official Ballot

Election for Alumni Members of the UDC Board of Trustees

To the Alumni of the University of the District of Columbia:

You are invited to participate in the nomination process for the University of the District of Columbia's Board of Trustees – Alumni Election. The UDC Board of Trustees is the governing board for the only public institution of higher learning in the nation's capital. This election involves three seats on the Board of Trustees. This year, the University has contracted the services of Election-America, Inc., to conduct the nomination and election phases.

The voting must be complete by March 20, 2015. If you require assistance with voting please contact the election help desk at help+UDC@election-america.com or (866) 384-9978.

Thank you.

Michael C. Rogers
Vice President for University Advancement
University of the District of Columbia

Voting Instructions

By Mail

1. Mark your selection by filling in the appropriate circle.
2. Please mark ONE selection.
3. Detach the ballot, affix postage and place it directly in the mail.

Ballots must be received by **March 20, 2015**.

By Internet

1. To vote online, please go to:
<https://vote.election-america.com/UDC>
2. Enter your Election Code and Voting PIN.
3. Follow the on-screen instructions.

You will receive a confirmation that your vote has been accepted. The election deadline is **March 20, 2015** at 11:59 pm Eastern Time.



Election Code

Cred1

Voting PIN

Cred2

Please detach here and return ballot.

2015 University of the District of Columbia Board of Trustees – Alumni Chair

To vote for the candidate of your choice, fill the oval to the left of the candidate's name.
Vote for up to three (3) candidates of your choice.

☐ **Gwendolyn B. Lewis**
DCTC 1974
UDC 1988

☐ **Calvin Lamont Rice**
A.A 2006
B.B.A. 2007

☐ **Barrington D. Scott**
UDC 1982

☐ **Jerome Shelton**
BS 1971

Gwendolyn B. Lewis

Gwen Lewis is Executive Director of "Reach and Rise for Excellence", an achievement program for at-risk youth. Twice elected to the Alexandria City School Board, she served one-term as Vice Chair (2002-2006). Gwen has developed curriculum for distant learning partnerships with major universities for the Internal Revenue Service's employee training programs. She is founder of the National Association of Black Procurement Professionals and served as its Executive Director. Gwen's community service includes: Alexandria Democratic Committee, Co-chair; Alexandria NAACP; United Way, Advisory Council; and Alexandria's Economic Opportunity Commission and the Children, Youth and Families Commission.

Calvin Lamont Rice

Calvin Rice is an esteemed alum of UDC, where he received his B.B.A. in Business Administration. Calvin is a lifetime member of the UDC National Alumni Society. He participated in multiple activities and is an active champion for UDC. Calvin is a Program Manager with General Dynamics Information Technology, a trusted information technology solutions firm. Calvin serves as a catalyst for Communications, Leadership, Risk Management, and Business Development. He is responsible for the successful completion of all tasks in program areas including technical work, staff supervision, financial, and business development activities. Calvin is a veteran of the United States Coast Guard.

Barrington D. Scott

Barrington D. Scott -Native Washingtonian, BS Degree 1982. Football Capt. 1977-1979 Div. III Hon. Mention Honors. Planing Comm. for 1982 March on Washington MLK,Jr. Holiday Bill, Neighborhood Advisory Commissioner for 4B08 & 4B Chair. Co-Founder of Calvin Coolidge Alumni, Co Chair and Chairman of the Clash of the Titian's Football Classic est. 1987. Life member of Kappa Alpha Psi & Past Polemarch 1985-86. WKAY-100 Mentor, has served on Board of Directors of DC Kappa Scholarship Endowment Fund. Charter Board Member of Historic Kappa House Restoration Foundation. Dir. of Therapeutic Activities at Deanwood Rehab. & Wellness Center. Supported the UDC 2014 Paver Project. / Fundraising & Events

Jerome Shelton

My Fellow Alums

I was a Henley Award winner in 1971, elementary school teacher then principal, executive board member of the Washington Teacher Union, DCPS Elementary, Middle, & High School principal, member and former chair of the DC Teachers Federal Credit Union, and a five-year volunteer on the Board of Trustees at UDC.

Some of my proudest accomplishments include the relocation and renovation of the facilities used by UDC's Schools of Business, and Law. I have worked to encourage the involvement of alumni through the UDCNAS and with a group of alumni developed the fourth UDC Athletic Hall of Fame Dinner, February 20, 2015.

I, Jerome Shelton again ask for your vote in this election.

----- ✂ ----- Please detach here and return your ballot. ----- ✂ -----

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University of the District of Columbia
c/o Election-America
PO Box 448
Mineola, NY 11501