

DIGITAL IP SURVEILLANCE CAMERA SYSTEM AND SUPPORTING NETWORK EQUIPMENT REQUEST FOR PROPOSAL ("RFP")

APEX BID #18-S-011-484

The Washington Convention and Sports Authority t/a Events DC ("Events DC") is soliciting proposals from qualified contractors to furnish, install, program, and test a complete *Digital IP Surveillance Camera System and Supporting Network Equipment* at the Walter E. Washington Convention Center.

This RFP has a thirty-five percent (35%) set-aside for Certified Business Enterprise (CBE) as required under the provisions of "The Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014" (the "Act"), effective June 10, 2014.

Interested parties can view a copy of the RFP by accessing Events DC's e-procurement website at www.wcsapex.com.

Key Dates

RFP Release Date: Thursday, March 08, 2018

Site Visit Date: 11:00 AM, EST, Monday, March 26, 2018 Quote Due Date: 03:00 PM, EST, Monday, April 16, 2018

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Table of Contents

SECT	TION A - INTRODUCTION	4
	ION B – GENERAL INFORMATION	
B.1	GENERAL DESCRIPTION OF WORK	
B.2	CONTRACTOR QUALIFICATIONS	5
B.3	PRE-PROPOSAL CONFERENCE/SITE VISIT	
B.4	QUESTIONS	
	TON C – SCOPE OF WORK	
C.1	SCOPE OF WORK	
C.2	SYSTEM REQUIREMENTS	
C.3	ROUTINE PREVENTATIVE MAINTENANCE SERVICES	
C.4	REPAIR SERCIVES	
C.5	EMERGENCY SERCIVES	
C.6	OTHER PERFORMANCE REQUIREMENTS	
C.7	CONTRACTOR STAFF & KEY PERSONNEL	
C.8	SCHEDULE OF WORK	
C.9	QUALITY OF WORKMANSHIP AND MATERIALS	
C.10	PUBLIC SAFETY	
	TON D – CONTRACT TERM, DELIVERABLES AND PERFORMANCE	
D.1	TERM OF CONTRACT	
D.2	DELIVERABLES	
D.3	PERFORMANCE	
D.4	INSPECTION AND ACCEPTANCE	
	ION E-SPECIAL CONTRACT PROVISIONS	
E.1	STANDARD CONTACT PROVISIONS	
E.2	REQUIRED SUBCONTRACTING SET-ASIDE	
E.3	U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS	
E.4	INSURANCE	
E.5	INDEMNIFICATION	
	ION F - SPECIAL CONTRACT REQUIREMENTS	
F.1	PUBLICITY	
F.2	FREEDOM OF INFORMATION ACT	
F.3	51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE	
	EMPLOYMENT AGREEMENT	17
F.4	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	
F.5	LIVING WAGE ACT OF 2006	
	TON G - CONTRACT CLAUSES	
G.1	CONFIDENTIALITY OF INFORMATION	
G.2	TIME	
G.3	CONTINUITY OF SERVICES	
	TON H - SUBMISSION INSTRUCTIONS	
H.1	OVERVIEW	
H.2	HARD COPY SUBMISSION REQUIREMENTS	
H.3	APEX ELECTRONIC SUBMISSION REQUIREMENTS	
H.4	PROPOSAL DUE DATE	
H.5	AMENDMENTS	
		_

H.6	RESTRICTION ON DISCLOSURE AND USE OF DATA	21
H.7	PROPOSAL PROTESTS	21
H.8	RETENTION OF PROPOSALS	22
H.9	BEST AND FINAL OFFERS	22
SEC	ΓΙΟΝ I - TECHNICAL PROPOSAL	23
I.1	TAB 1 – COMPANY PROFILE	23
I.2	TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	23
I.3	TAB 3 - SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETEN	CE,
AND	COMPANY REFERENCES	23
I.4	TAB 4 - COMPANY'S TECHNICAL APPROACH	23
I.5	TAB 5 – DISCLOSURES	24
I.6	TAB 6 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS	24
I.7	TAB 7 – EXCEPTIONS	24
SEC	ΓΙΟΝ J - COST PROPOSAL	25
J.1	PRICING	25
J.2	OPTION YEAR PRICING	25
J.3	PRICING AND COST FORMS	25
SEC	ΓΙΟΝ K - EVALUATION FACTORS	26
K.1	OVERVIEW	26
K.2	TECHNICAL EVALUATION: 80 POINTS MAXIMUM	26
K.3	PRICE EVALUATION: 20 POINTS MAXIMUM	26
K.4	DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT PREFERENCE	
	CRITERIA	26
K.5	CBE PREFERENCE POINTS: 12 POINTS MAXIMUM	27
K.6	PREFERENCES FOR CERTIFIED JOINT VENTURES	27
K.7	EVALUATION OF OPTION YEARS	27
CECT	PION I I IST OF ATTACHMENTS	20

SECTION A - INTRODUCTION

- A.1 The Washington Convention and Sports Authority (the "Authority") is an independent authority of the District of Columbia Government (the "District") and operates as a corporate body with a legal existence distinct and separate from the District. The Authority trades as "Events DC" and is governed by a twelve-member Board of Directors appointed in accordance with D.C. Code 10-1202.05. Its day-to-day operations are managed by its President/Chief Executive Officer.
- A.2 Events DC has the responsibility to, among other things, promote, develop and maintain the District as a location for conventions, trade shows, meetings, concerts, sporting and entertainment events, and other special events. In that regard, it owns, manages and/or operates the Walter E. Washington Convention Center, Carnegie Library at Mount Vernon Square, Robert F. Kennedy (RFK) Memorial Stadium and the surrounding Festival Grounds, the Skate Park at RFK, the non-military portions of the DC Armory, Gateway DC, Nationals Ballpark and the R.I.S.E. Demonstration Center (hereinafter referred to together as the "Facilities").
- A.3 The Center is 2.3 million square feet under roof, with five (5) vertical levels, two (2) of which are under grade and spans three (3) city blocks. The levels above grade are divided into three (3) separate buildings connected by bridges across L and M Streets, N.W. Events DC is seeking a qualified contractor (the "Contractor") to convert the current analog camera system to a complete turnkey digital IP surveillance camera system (the "System") with related network support within the Center.
- A.4 Events DC intends to award a firm fixed price contract for the removal of the existing analog system, installation and maintenance of the new System, and managed video service software. There will also be a time and materials component for emergency and routine repair services for the System.

[End of Section A]

SECTION B – GENERAL INFORMATION

B.1 GENERAL DESCRIPTION OF WORK

- (a) The Contractor shall: (i) remove all existing analog cameras; (ii) furnish, install, program, and test the System and all related network support equipment and provide training (collectively "System Services"); and (iii) provide maintenance support, repair and emergency services at the Center, located at 801 Mount Vernon Place, NW, Washington, DC 20001, in accordance with the specifications/scope of work identified in this solicitation (the "Work").
- (b) Events DC contemplates award of a firm fixed price contract for the removal of the existing analog system and the installation of the new System which shall include new managed video service ("MVS") software and preventative maintenance support services. There will also be a time and materials component for routine and emergency repair services.
- (c) The Base Term of the contract will be two years from the date of award with four (4) one-year renewal Options.
- (d) The Contractor shall conduct all work under the direction of Events DC's designated on-site representative, the Contracting Officer's Technical Representative (the "COTR"). Contact information for the COTR will be provided at the time of Contract award.

B.2 CONTRACTOR QUALIFICATIONS

To be considered for award of the Contract, the Offeror must meet the following qualifications and criteria:

- (a) Possess at least a minimum of five (5) years of documented experience in providing comparable digital IP camera system installation in public assembly venues such as convention centers or exhibition halls and large (i.e., 500+ sleeping rooms) four-star hotels/casinos/resort properties.
- (b) Employ a Project Manager and at least two (2) Installation Technicians, each of whom must: (i) possess at least a minimum of five (5) years of documented experience in providing comparable digital IP camera system installation in facilities such those described in (a) above, and (ii) possess valid Cisco Catalyst, American Dynamics Victor, Corning and Fujikura fiber optic fusion splice certifications. The Project Manager will be the daily point of contact during installation on all aspects of the Work;
- (c) Possess all applicable certifications and/or licenses required by the manufacturer(s) to perform the Work;
- (d) Be bonded and licensed to perform the Work and a licensed contractor in the District; and
- (e) Perform all Work in conformance with applicable federal, state, and District laws and regulations.

B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

(a) A MANDATORY Pre-Proposal Conference/Site Visit (the "Site Visit") is scheduled for 11:00 AM, EST, Monday, March 26, 2018 for all prospective Offerors. Notification of intent to attend must be provided via e-mail to alennon@eventsdc.com.

- (b) Prospective Offerors must assemble in the East Mezzanine Lobby of the Walter E. Washington Convention Center, 801 Mount Vernon Place, NW, Washington, DC 20001. The number of individuals representing each prospective Offeror is limited to three (3).
- (c) The purpose of the Site Visit is to walk potential Offerors through the Center and to provide an opportunity for informal questions and answers. If a prospective Offeror desires a binding answer to any question asked and answered informally at the Site Visit, the question must be submitted in writing through the APEX system.

B.4 QUESTIONS

- (a) If a prospective Offeror has any questions relative to this RFP, the Offeror must submit the questions in the APEX system via the "Q&A" Tab of the APEX Bid to receive a binding answer. Any question asked and answered outside of the APEX system will be considered informal and non-binding.
- (b) Questions must be received no later than close of business **Monday, April 9, 2018**. Events DC will not consider any questions received after this date.
- (c) Events DC will furnish responses promptly to the requesting prospective Offeror and to other prospective Offerors if deemed by Events DC to be necessary to prepare a complete an accurate proposal, or if the lack of a copy of the response would be prejudicial to any other prospective Offeror.

[End of Section B]

SECTION C - SCOPE OF WORK AND OTHER REQUIREMENTS

C.1 SCOPE OF WORK

- (a) The Contractor shall provide all supervision, labor, materials, and equipment necessary to install and maintain the System.
- (b) The Contractor shall conduct an initial inspection of the Center within ten (10) days of the Contract award to identify all existing cameras to be removed and determine the exact area count for the installation of the new cameras, power supplies, network support equipment, and cables.
- (c) Ten (10) days after the initial inspection, the Contractor shall establish and submit a finalized Quality Control Plan ("QCP") to the COTR for approval. A QCP shall remain in place throughout the life of the Contract. The QCP shall include, at a minimum, the following:
 - i. A method to ensure the System is installed in accordance with the manufacturer's specifications and is fully operational;
 - ii. An inspection process that includes a checklist that will provide when the inspections will occur, the areas to be inspected by the Contractor, and the name and title of the individual conducting the inspections; and
 - iii. A method for identifying deficiencies in the System and a procedure for proposing corrective actions.
- (d) The Contractor shall develop a finalized Implementation Schedule to be submitted to the COTR thirty (30) days after Contract award outlining the System installation schedule, milestones, and the estimated length of time for the installation.
- (e) The Contractor shall not begin any Work without first receiving written approval of the QCP and the Implementation Schedule from the COTR.
- (f) The Contractor shall remove the existing two-hundred forty-eight (248) analog cameras installed throughout the Center. The analog cameras and supporting equipment consist of Pelco Spectra IV domes, Pelco 9760 Matrix, American Dynamics Intellex DVRS and Optelecom fiber optic modules.
- (g) The Contractor shall install two-hundred forty-eight (248) new digital cameras in place of the existing analog cameras. The Contractor shall also install an additional eighty-five (85) new digital cameras throughout the Center. The location of the additional 85 digital cameras will be provided by the COTR. All related network support equipment is to be included in the installation. Additional cameras may be requested as determined by the COTR.
- (h) The Contractor shall furnish and install a new fiber optic data distribution system throughout the Center to support the existing analog camera systems and the newly installed System.
- (i) The Contractor shall furnish, install, and test a new MVS software to manage the video services in accordance with the specifications outlined in **Attachment C**. The MVS shall include software support, maintenance, and any software updates as they become available.
- (j) The Contractor shall provide a minimum of sixteen (16) hours of comprehensive on-site training to include proper usage of the System for fifteen (15) System operators. The Contractor shall provide all reference manuals, booklets, and any other materials required for on-site training at no additional charge to Events DC ("On-Site Training and Materials").

- (k) The Contractor shall configure all new servers, the Network Video Recorder (NVR), network switches, client PCs and existing equipment so that all cameras and systems display the same time.
- (l) The Contractor shall complete installation of the System within two (2) years from the date of Contract award.
- (m) After the completion of the installation of the System, the Contractor shall submit to the COTR four (4) copies of all wiring diagrams and camera location documentation ("As-Built Drawings"), configuration and set-up guides, and any associated electronic media ("User Guides"). The As-Built Drawings and User Guides shall be submitted within ten days of the COTR's acceptance of the installation of the new System.

C.2 SYSTEM REQUIREMENTS

- (a) The Contractor shall furnish and install the newest version or the equivalent for the cameras, cabling, support equipment, and any additional items as identified in **Attachment A**.
- (b) All cameras and hardware provided by the Contractor must meet the following specifications:
 - i. Be compatible with Events DC's existing Cisco-based infrastructure, to include Cisco Call Manager, Cisco Unified Application Environment and Cisco IP Radio and Interoperability System;
 - ii. Be newly manufactured and qualify for manufacturer's warranty and maintenance services ("Warranty");
 - iii. Be full-featured, for commercial use, capable of continuous duty, able to adjust remotely to various areas for immediate viewing, vandal resistant, have a fixed dome, wall mount capabilities designed for indoor and outdoor applications.
 - iv. Outdoor cameras shall be sealed for outdoor use and provide IP66 protection against water, wind and dust; and
 - v. Be high resolution and high sensitivity integral color cameras that can accommodate monitoring visibility day and night.
- (c) New CAT 6 cabling is required to replace all existing coaxial cabling with the exception of the elevator camera cabling. All cable runs must be concealed in walls, ceiling, or other architectural features. Exposed cables must be protected and supported by conduit or raceway. All conduit and raceway type and style must be approved by the COTR prior to installation. Cables installed in exposed raceways in Exhibit Halls A, B and C of the Center must be black or charcoal in color. Cables installed in exposed raceways in Exhibits Halls D and E of the Center must be white in color. Most ceilings in the facility are plenum, so plenum rated cables must be used in all plenum conditions.

C.3 PREVENTATIVE MAINTENANCE SERVICES AFTER INSTALLATION

- (a) After completion of the System installation, the Contractor shall perform monthly preventative maintenance in accordance with rules, regulations, and industry standards. Preventative Maintenance shall include inspections and servicing, which will also include any minor repairs/replacement of worn or outdated components found during the inspections and servicing.
- (b) All preventative maintenance shall be performed once per month between the hours of 8:00 am and 5:00 pm, Monday through Friday.

(c) Upon completion of the preventive maintenance, the COTR will inspect the Work to ensure that the System is fully operational. If the Work is found to be defective, the Contractor shall correct all identified deficiencies at its own cost to the satisfaction of the COTR. Upon acceptance of the Work by the COTR, the Contractor shall provide to the COTR, within twenty-four (24) hours after completion of the Work, a service ticket ("Service Ticket") identifying the date of service, individual(s) on-site, number of hours individuals(s) were onsite, and the Work performed.

C.4 ROUTINE REPAIR SERVICES

- (a) The Contractor shall be available to provide routine repair services during normal business hours. The Contractor shall respond to a routine repair service call within four (4) hours after notification from the COTR.
- (b) Upon completion of the repair service, the COTR will inspect the Work to ensure that the System is fully operational. If the Work is found to be defective, the Contractor shall correct all identified deficiencies at its own cost to the satisfaction of the COTR. Upon acceptance of the Work by the COTR, the Contractor shall provide to the COTR, within twenty-four (24) hours after completion of the Work, a Service Ticket identifying the date of service, individual(s) on-site, number of hours individuals(s) were on-site, and the Work performed.

C.5 <u>EMERGENCY SERVICES</u>

- (c) The Contractor shall be available to provide emergency services twenty-four (24) hours a day, seven (7) days a week including holidays. The Contractor shall respond on-site to an emergency service call within four (4) hours after notification from the COTR. Emergency services may include, but are not limited to, circumstances such as System malfunctions, vandalism, and hacking.
- (d) Upon completion of the emergency repair service, the COTR shall inspect the Work to ensure that the System is fully operational. If the Work is found to be defective, the Contractor shall correct all identified deficiencies at its own cost to the satisfaction of the COTR. Upon acceptance of the Work by the COTR, the Contractor shall provide to the COTR, within twenty-four (24) hours after completion of the Work, a Service Ticket identifying the date of service, individual(s) on-site, number of hours individuals(s) were on-site, and the Work performed.

C.6 OTHER PERFORMANCE REQUIREMENTS

- (a) All Work shall be done in compliance with all applicable federal and district laws, rules, regulations, and industry codes; and with all manufacturers' recommendations, specifications, and warranty requirements.
- (b) The Contractor shall, at its own expense, remove all waste materials and other debris upon completion of the Work. Disposal containers may be placed on the loading docks at the Center upon COTR's approval. The Contractor shall be responsible for the hauling, and disposal of all waste materials and debris and all such actions shall be done in accordance with applicable federal, state and local laws and regulations.
- (c) At all times during the performance of the Work, the Contractor, the Contractor's employees and/or subcontractors shall:

- 1. Comply with Events DC's "Rules of the Jobsite for Contractors" located under the "Attachments" Tab of the APEX Bid.
- 2. Make appropriate provisions to minimize the creation of noise, dust, odors or any disruption of the operations of the Center.
- 3. Maintain a clean worksite and centralize the Work, storage and staging areas to the areas identified by the COTR.
- 4. Ensure that all employees and/or subcontractors remain within assigned work areas so as not to interfere with the Center's operations.

C.7 CONTRACTOR STAFF AND KEY PERSONNEL

The Contractor shall provide staffing, including "Key Personnel", possessing the expertise required to perform the required services. Key Personnel shall include one (1) Project Manager and at least two (2) Installation Technicians, each of whom must possess at least a minimum of five (5) years of documented experience in providing comparable digital IP camera system installation in public assembly venues such as convention centers or exhibition halls and large (i.e., 500+ sleeping rooms) four-star hotels/casinos/resort properties. The Project Manager will be the daily point of contact during all stages of the Work. All Key Personnel must possess valid Cisco Catalyst, American Dynamics Victor, Corning and Fujikura fiber optic fusion splice certifications.

C.8 SCHEDULE OF WORK

- (a) All Work schedules must be coordinated with and approved by the COTR prior to the performance of the Work. Work schedules must not interfere with the normal business of the Center or disrupt any event activity.
- (b) The Contractor shall install the System between the hours of 7:00 pm and 5:00 am, Monday through Friday, as scheduled by the COTR. Other working hours may be considered if determined necessary by the COTR.
- (c) Routine maintenance support and repair services shall be scheduled and performed between the hours of 8:00 am to 5:00 pm Monday through Friday.
- (d) Events DC reserves the right to cancel, at no cost to Events DC, any scheduled Work. A written notice of cancellation will be given to the Contractor by the COTR with a minimum of twenty-four (24) hours' notice prior to the scheduled service.

C.9 QUALITY OF WORKMANSHIP AND MATERIALS

- (a) The Contractor shall perform, or cause to be performed, all Work, to the satisfaction of Events DC, with that degree of skill, care and diligence normally exercised by experienced contractors performing Work on projects of a scope and magnitude comparable to those specified herein. The Contractor shall at all times act in the best interest of Events DC.
- (b) The Contractor shall be required to promptly remove, reperform or correct all Work determined by the COTR to be deficient. The Contractor shall bear all costs associated with correcting such deficient Work, to include all costs associated with removing and replacing any nonconforming equipment or supplies, and the performance of any additional services made necessary thereby.

C.10 PUBLIC SAFETY

The Contractor shall maintain all areas in which the Work is performed in a safe, hazard-free condition. The Contractor shall at all times engage the use of protective measures to ensure public safety, including, but not limited to, conspicuously placed caution signage; barrier tape; back-up lights and horns on rolling equipment; and personnel. Whenever the Work is being performed above the floor (i.e., with the use of ladders, scaffolding, lifts, trusses and the like), the Contractor shall conspicuously post warning signs and personnel, and erect barricades and barriers.

[End of Section C]

SECTION D - CONTRACT TERM, DELIVERABLES AND PERFORMANCE

D.1 TERM OF CONTRACT

- (a) The Base Term of the Contract shall be two (2) years from the date of award.
- (b) Events DC has the right to extend the term of the Contract for four (4) one-year Option periods, or successive fractions thereof, by written modification to the Contract before expiration, provided that Events DC gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days prior to Contract expiration. The preliminary notice does not commit Events DC to an extension. The Contractor may waive the thirty (30) calendar day preliminary notice requirement by providing a written waiver to the COTR prior to Contract expiration. The exercise of an Option is subject to the availability of funds at the time the Option is exercised.
- (c) The Work to be required will be determined at the time each Option is exercised.
- (d) If Events DC exercises an Option, the Contract shall be considered to include the Option provision.

D.2 <u>DELIVERABLES</u>

The Contractor shall provide, at a minimum, the deliverables set forth below.

Deliverables	Due Date	To Whom
QCP	Ten (10) days after the Initial Inspection	COTR
Implementation Schedule	Within thirty (30) days following Contract award	COTR
On-Site Training and Materials	Within three (3) days prior to scheduled training	COTR
Inspection	Within ten (10) days following Contract award	COTR
User Guides	Within ten (10) Days of completion of the System Installation	COTR
Warranty	Within ten (10) Days of completion of the System Installation	COTR
As-Built Drawings	Within ten (10) Days of completion of the System Installation	COTR
Service Ticket	Twenty-four (24) hours after Each Preventative Maintenance or Inspection and Emergency or Repair Service	COTR
Invoices	Monthly	COTR and Invoices@eventsdc.com

D.3 PERFORMANCE

Events DC requires complete and satisfactory performance of the services identified in **Section C** and reserves the right to assess deductions for nonperformance of the Contract. Events DC will consider inadequate performance to be as undesirable as non-performance, as the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

D.4 INSPECTION AND ACCEPTANCE

Provisions pertaining to Inspection and Acceptance of goods and/or services are set forth in the Events DC Standard Contract Provisions for RFPs/IFBs (March, 2011) document located under the Attachments Tab.

[End of Section D]

SECTION E - SPECIAL CONTRACT PROVISIONS

E.1 STANDARD CONTACT PROVISIONS

Events DC's Standard Contract Provisions (March 2011) are located under the Attachments Tab of the APEX bid. In the event of a conflict between this RFP and the Standard Contract Provisions, the Prevailing document shall be this RFP.

E.2 REQUIRED SUBCONTRACTING SET-ASIDE

Thirty-Five percent (35%) of the annual total dollar value of this Contract has been set-aside for performance through subcontracting with businesses certified by the District's Department of Small and Local Business Development as Certified Business Enterprises ("CBEs"). If there are insufficient qualified CBEs to completely fulfill this requirement, then the subcontracting requirement may be satisfied by subcontracting 35% of the total annual dollar value to any certified business enterprise, provided that all reasonable efforts shall be made to ensure that qualified CBEs are significant participants in the overall subcontracting Work. Any Offeror responding to this RFP shall submit a final or preliminary subcontracting plan meeting the requirements of this Section with its response to this RFP. Any Offeror failing to submit a plan with its response to this RFP will be deemed non-responsive. Further, final contract award is contingent on approval of the plan by the COTR: disapproval of a subcontracting plan will result in non-award of the Contract. Once the Plan is approved by the COTR, changes may only occur with the prior written approval of Events DC's Chief Contracting Officer and the Director of DSLBD.

E.3 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 9, January 10, 2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section L of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

E.4 <u>INSURANCE</u>

Prior to the commencement of any Work, the Contractor shall obtain, and shall maintain throughout the term of the Contract, the following insurance coverage at its sole cost and expense:

- (a) Commercial general liability insurance, written on an occurrence basis, at limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury and property damage liability, products and completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor's liability and contractual liability.
- (b) **Umbrella liability insurance** (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least \$5,000,000.
- (c) **Automobile liability insurance** in the amount of at least \$1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.

- (d) **Workers' compensation insurance** at statutory limits, and employer's liability coverage at limits of at least \$100,000 per occurrence for bodily injury by accident and \$100,000 per employee for bodily injury by disease, \$500,000 policy limit.
- (e) **All-risk property insurance** to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Contractor and its subcontractors.
- (f) **Fidelity bond/crime insurance** covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of at least \$1,000,000 for each loss.
- (g) **Errors and omissions/professional liability insurance** at limits of at least \$5,000,000 per claim and \$5,000,000 aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of this Contract.
- (h) **Technology and telecommunications liability insurance** at limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, for claims resulting from a failure of computer security, theft or disclosure of confidential information, unauthorized access, unauthorized use, service attack, transmission of a computer virus, failure to protect personally identifiable or confidential information, and potential or actual violation of a privacy regulation.
- (i) All insurance policies shall be issued by companies licensed to do business in the District of Columbia and on forms acceptable to Events DC and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Events DC. All insurance shall be primary and not contributory. All insurance policies shall be written by companies with an A.M. Best Co. rating of A+ VII or better and shall contain a waiver of subrogation in favor of Events DC. The policies described in (a), (b), (c) and (h) above shall each contain an endorsement to include the Washington Convention and Sports Authority t/a Events DC as an additional insured. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. The insurance policies described in (e), (f) and (g) above shall each name Events DC as loss payee. Certificates of insurance (or copies of policies, if required by Events DC) for the coverages described herein shall be furnished to Events DC prior to commencing Work and shall state that Events DC is an additional insured or loss payee as prescribed herein.
- (j) The Contractor shall immediately notify Events DC of cancellation or material modification of any policy. If the insurance provided is not in compliance with the requirements herein, Events DC may, at its option, require the Contractor to stop Work pending such compliance.
- (k) The Contractor shall immediately report in writing to Events DC any incident that might reasonably be expected to result in any claim under any insurance required under this Contract. The Contractor shall cooperate fully with Events DC in the investigation and disposition of any claim arising out of the performance of this Contract.

E.5 INDEMNIFICATION

(a) The Contractor shall defend, indemnify and save harmless Events DC, its directors, officers, agents, employees, and other representatives and, as applicable, the District of Columbia (each, an "Indemnified Party"), from and against any and all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), liabilities, judgments, demands, claims and damages of any kind arising from or relating to or as a consequence of any act, omission, neglect, breach or default of the Contractor, its agents, employees, or its subcontractors in connection with this Contract.

(b) The indemnification obligation under this Section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of this Contract. Events DC agrees to give Contractor written notice of any claim of indemnity under this Section. Additionally, Contractor shall, at its own expense, control the defense or settlement of such claim with Counsel satisfactory to Events DC, provided that Contractor shall not settle any claim which imposes upon an Indemnified Party any obligation, or in any way prejudices the rights of an Indemnified Party, without the Indemnified Party's prior written consent. In addition to other remedies available to Events DC, Events DC may withhold or retain monies due or to become due to the Contractor under the Contract to satisfy any outstanding claim which Events DC may have against the Contractor.

[End of Section E]

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1 PUBLICITY

The Contractor shall at all times obtain the prior written consent of the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, makes any statement, or issues any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

F.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), D.C. Official Code § 2-532 (a-3), requires Events DC to make available for inspection and copying any record produced or collected pursuant to a Events DC contract with a private contractor to perform a public function, to the same extent as if the record were maintained by Events DC. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the Events DC FOIA Officer. If Events DC receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The Events DC FOIA Officer will determine the reliability of the records. Events DC will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

F.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- (a) The Contractor shall comply with the First Source Employment Agreement Act of 1984 ("First Source Act"), D.C. Code, § 2-219.01 et seq., as amended.
- (b) The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement with the D.C. Department of Employment Services (DOES) in which the Contractor shall agree that:
 - 1. The first source for finding employees to fill all jobs created in order to perform this contract shall be DOES; and
 - 2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the DOES First Source Register.
- (c) The Contractor shall submit to DOES, no later than the 10th day of each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Compliance Report") verifying its compliance with the First Source Agreement for the preceding month.
- (d) If the Contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.
- (e) With the submission of the Contractor's final request for payment from Events DC, the Contractor shall:
 - 1. Document in a report to the Contracting Officer its compliance with the Section F.3(d) of this RFP; or
 - 2. Submit a request to the Contracting Officer for a waiver of compliance with Section F.3(d) and include the following documentation:
 - Material supporting a good faith effort to comply;
 - Referrals provided by DOES and other referral sources;
 - Advertisement of job openings listed with DOES and other referral sources; and

- Any documentation supporting the waiver request to satisfy the requirements of Section F.3 (f) below.
- (f) The Contracting Officer may waive the provisions of Section F.3(d) if the Contracting Officer finds that:
 - 1. A good faith effort to comply is demonstrated by the Contractor;
 - 2. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract Work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson:
 - 3. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.
- (g) Upon receipt of the Contractor's final payment request and related documentation required by Section F.3 above, the Contracting Officer shall determine whether the Contractor is in compliance with Section F.3 (d) or whether a waiver of compliance pursuant to Section F.3 (f) is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the CFO and the COTR.
- (h) Willful breach of the First Source Employment Agreement, or failure to submit the report required by Section F.3 (e) of this RFP, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall pay all penalties to DOES, or may appeal the decision of the Contracting Officer, including the imposition of penalties, to the D.C. Contract Appeals Board.
- (i) The provisions of Sections **F.3** (d) through **F.3** (h) do not apply to nonprofit organizations with fewer than fifty (50) employees.

F.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with the Americans with Disabilities Act ("ADA"; 42 U.S.C. § 12101 et seq.).

F.5 LIVING WAGE ACT OF 2006

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with the Living Wage Act of 2006. D.C. Code § 2-220.01-.11.

[End of Section F]

SECTION G - CONTRACT CLAUSES

G.1 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or Licensee of Events DC must be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and federal laws governing the confidentiality of records.

G.2 TIME

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

G.3 CONTINUITY OF SERVICES

The Contractor recognizes that the services to be provided under the Contract are vital to Events DC and must be continued without interruption and that, upon Contract expiration or termination, a successor (either Events DC or another Contractor), may, at Events DC's option, continue to provide these services. To that end, the Contractor agrees to:

- (a) As more fully described below, cooperate fully with Events DC and any successor contractor to effect an orderly and efficient transition to the successor contractor.
- (b) In conjunction with Events DC and the successor Contractor, develop a comprehensive transition and succession plan, which plan shall be submitted to Events DC's Contracting Officer for review and approval.
- (c) Provide transition services for up to ninety (90) days after the expiration of the Contract (the "Transition Period").

[End of Section G]

SECTION H - SUBMISSION INSTRUCTIONS

H.1 OVERVIEW

All Offerors must submit responses in both hard copy format and electronically via APEX to be considered for this award. The responses must be prepared as *two* (2) *separate documents*, one titled "Technical Proposal," with seven (7) Parts as detailed in **Section I** and a separate document titled "Cost Proposal" as detailed in **Section J**.

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

H.2 HARD COPY SUBMISSION REQUIREMENTS

- (a) Hard copy responses must be typewritten in 12-point font size on 8.5" by 11" paper. E-mail or facsimile proposals will not be accepted.
- (b) One (1) original and five (5) copies of the hard copy response must be submitted to:

Washington Convention and Sports Authority
Office of Contracting and Procurement, East Mezzanine
801 Mount Vernon Place, NW
Washington, DC 20001
Attn: Andrea Lennon

(c) The Technical Proposal and the Cost Proposal are to be prepared as separate documents submitted in <u>one (1) envelope</u>. The envelope must be sealed and conspicuously marked with the following: Proposals in Response to RFP No. 18-S-011-484 – Digital IP Surveillance Camera System and Supporting Network Equipment.

H.3 APEX ELECTRONIC SUBMISSION REQUIREMENTS

- (a) All Offerors must also submit proposals electronically via APEX.
- (b) The following APEX Tabs must be accessed by the Offeror and requested information provided:
 - 1. **Quote Tab:** Complete all required fields marked with an asterisk (*);
 - 2. *Items Tab:* Enter pricing for all items listed;
 - 3. Questions Tab: Provide a response for all questions listed;
 - 4. *Terms and Conditions Tab:* Confirm acceptance, or acceptance with exceptions, of the Authority's Standard Contract provisions;
 - 5. Attachments Tab: Upload completed Technical Proposal and completed Cost Proposal into this Tab; and
 - 6. Summary Tab: Transmit proposal electronically by selecting the "Submit Quote" button.
- (c) Further information regarding APEX submissions can be found in the "Vendor Quick Reference Guide Responding to Solicitations in APEX" found in the Attachments Tab.
- (d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid # 18-S-011-484. <u>The status will show as "submitted" if the proposal was successfully submitted or "in-progress" if additional action is required.</u>

H.4 PROPOSAL DUE DATE

Proposals in both hard copy format and electronically via APEX are due no later than **03:00 PM EST, Monday, April 16, 2018.**

H.5 AMENDMENTS

Any amendments to this RFP, including changes in the due date or scope of work, will be issued via APEX and will appear on the "Amendments" Tab of the APEX bid.

H.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors requesting nondisclosure of information included in the proposal on the grounds that such information is proprietary or trade secret shall mark the title page with the following legend (with the understanding that Events DC's compliance therewith is subject to applicable law or judicial process):

"This proposal includes data that shall not be disclosed outside Events DC and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, Events DC will have the right to duplicate, use, or disclose the data to the extent consistent with Events DC's needs in the procurement process. This restriction does not limit Events DC's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

H.7 PROPOSAL PROTESTS

- (a) All protests by an Offeror or contractor aggrieved in connection with this solicitation or the award of Contract hereunder must be made in writing to Events DC's Director of Contracts and Procurement Services within seven (7) business days after the protester knew or should have known of the facts giving rise thereto. Protests shall be served on Events DC by obtaining a written and dated acknowledgment of receipt from the Contracting Officer. Protests served on Events DC after the seven-day period will not be considered. To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include, at a minimum, the following:
 - 1. The name and address of the protester;
 - 2. Appropriate identification of the procurement, e.g., the solicitation number and if a contract has been awarded, its number;
 - 3. A statement of reasons for the protest; and
 - 4. Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case, the expected availability date should be indicated.
- (b) Protests will be reviewed and decided in accordance with Section 309 of Events DC's procurement regulations (19 DCMR § 309). The D.C. Contract Appeals Board (CAB) shall have exclusive jurisdiction to hear and decide appeals from final decisions by Events DC regarding a protest; provided, however, that no appeal may be taken to the CAB unless and until all administrative review procedures provided for in Events DC's procurement regulations have first been fully and properly complied with and exhausted.
- (c) The CAB shall hear and decide appeals from final decisions of Events DC and grant relief in accordance with D.C. Official Code § 2-360.03(a)(2) and regulations promulgated thereunder,

and such other statutes and regulations as are applicable to Events DC. The unsuccessful Protester shall be responsible for any and all costs of the CAB in connection with any appeal and shall reimburse Events DC for such costs.

H.8 <u>RETENTION OF PROPOSALS</u>

All proposal documents shall be the property of Events DC and retained by Events DC, and thereafter will not be returned to the Offerors.

H.9 BEST AND FINAL OFFERS

If, subsequent to receiving offers, negotiations are conducted, all Offerors within the competitive range will be so notified and may be provided an opportunity to submit written "Best and Final Offers" (BAFOs) at the designated date and time. BAFOs will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of this solicitation. After receipt of BAFOs, no discussions will be reopened unless the Contracting Officer determines that it is clearly in Events DC's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the BAFOs received. If discussions are reopened, the Contracting Officer may issue an additional request for BAFOs to all Offerors still within the competitive range.

[End of Section H]

SECTION I - TECHNICAL PROPOSAL

The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the Offeror's capability to meet the requirements of **Section C** and to demonstrate how the Offeror meets the evaluation criteria in **Section I** below. The Offeror must submit information in a clear, concise, factual and logical manner providing a comprehensive description of its technical qualifications.

I.1 TAB 1 – COMPANY PROFILE

- (a) Company name, business address, telephone and fax number.
- (b) Year established.
- (c) Type of ownership.
- (d) Whether the company is licensed to do business in the District of Columbia and possesses the professional licenses required by this RFP.
- (e) Primary company contact name, mailing address, email address, and telephone number.
- (f) If a certified joint venture is contemplated, provide the same information for each joint venture company.

I.2 TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

The Offeror shall provide the following:

- (a) A description of the specialized experience and qualifications of its Key Personnel, which shall include one (1) Project Manager and at least two (2) Installation Technicians demonstrating at least five (5) years of documented experience in providing comparable digital IP camera system installation in public assembly venues such as convention centers or exhibition halls and large (i.e., 500+ sleeping rooms) four-star hotels/casinos/resort properties;
- (b) The names of the Key Personnel, including resumes and verification of required certification(s), which include valid Cisco Catalyst, American Dynamics Victor, Corning and Fujikura fiber optic fusion splice certifications; and
- (c) The amount and type of training the installation team has in installing comparable systems. Identify specific similar projects that the installation team has installed.

I.3 TAB 3 - SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETENCE, AND COMPANY REFERENCES

The Offeror shall set forth its experience in performing the Work detailed in **Section C**. This section must include names and contact information for at least three (3) references for which the Offeror performed work or services similar to the Work within the last five (5) years and who can verify the Offeror's experience.

I.4 TAB 4 – COMPANY'S TECHNICAL APPROACH

(a) The Offeror shall set forth a detailed technical plan for providing the Work, including the materials, tools, equipment, personnel and supervision, its proposed work schedules, preliminary

subcontracting plan, and how it will ensure quality control. Events DC will give credit to demonstrated insight; suggested approaches, priorities, or areas of emphasis; and a sound quality control program.

- (b) The Offeror shall submit a QCP that shall include, at a minimum, the following:
 - i. Method to ensure the System is installed in accordance with the manufacturer's specifications and is fully operational;
 - ii. An inspection process covering all services to be performed, that will include a checklist that will specify the areas to be inspected by the Contractor on a scheduled basis and the title of the individual(s) who will perform the inspections; and
 - iii. A method for identifying deficiencies in the quality of Work performed and for proposing the corrective action to be taken.
- (d) The Offeror shall submit a Implementation Schedule outlining the system installation schedule, major milestones and associated length of time of each phase of the Work.

I.5 TAB 5 – DISCLOSURES

- (a) Certify in writing that it knows of no conflict between its interests and those of Events DC and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of Events DC.
- (b) Disclose whether the Offeror is involved in litigation against Events DC or the District of Columbia.
- (c) Disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC.
- (d) Agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

I.6 TAB 6 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

- (a) A completed W-9 Form.
- (b) A completed Tax Certification Affidavit (form located under the Attachments Tab in APEX).
- (c) A completed Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX).
- (d) A completed Disclosure Statement form (located under the Attachments Tab in APEX).

I.7 $\underline{TAB7} - \underline{EXCEPTIONS}$

The Offeror shall set forth any exceptions to the RFP or to any of the Standard Contract Provisions. Each exception shall be listed separately, followed by a detailed statement explaining the Offeror's justification for the exception. Review and acceptance of an exception and/or modification of the RFP shall be at the sole and absolute discretion of Events DC and shall be final. *Failure of the Offeror to request an exception shall be deemed a waiver of any and all future right to request such an exception*.

[End of Section I]

SECTION J - COST PROPOSAL

J.1 PRICING

Offerors shall submit a price proposal that reflects its most competitive rates. Each cost proposal shall include:

- (a) Firm Fixed price for System Services:
 - i. Removal of existing analog system
 - ii. Furnishing, installation, programming and testing of digital IP based surveillance camera system and all related network support equipment
 - iii. Managed Video Service (MVS) software
 - iv. Sixteen (16) hours On-site Comprenesive Training
- (b) Firm Fixed price for Maintenance Support Services including System upgrades;
- (c) Time and Materials price for Routine Repair Services; and
- (d) Time and Materials price for Emergency Services.

J.2 OPTION YEAR PRICING

Offerors must include Option Year pricing for System Maintenance Support Services, as well as pricing for Emergency Repair services. An offer will be deemed nonresponsive if it fails to include Option Year pricing. Offerors shall repeat the above pricing format for each option year noted.

J.3 PRICING AND COST FORMS

The required Cost/Price forms are available in the "Attachment" Tab within the APEX Bid. Detailed instructions are provided on each of the forms. Offerors are instructed and required to submit a completed Cost/Price form inclusive of pricing for the Base Term of the contract and all Option Years.

[End of Section J]

SECTION K - EVALUATION FACTORS

K.1 OVERVIEW

Events DC will make award to the responsible Offeror whose proposal conforms to the RFP and is most advantageous to Events DC, considering the technical expertise and cost or price. For this RFP, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. The total **MAXIMUM** score is *112 points*.

K.2 TECHNICAL EVALUATION: 80 POINTS MAXIMUM

(a) 30 Points: Technical Proposal Tab 2 – "Qualifications and Experience of Key Personnel"

This factor is based on the submission of resumes and relevant experience of the Key Personnel, specifically, the experience and qualifications of the proposed Project Manager and Installation Technicians in installation, repair and maintenance of similar systems.

(b) <u>25 Points</u>: Technical Proposal Tab 3 – "Specialized and Significant Experience and Technical Competence of the Firm"

This factor will be evaluated based on the past performance of the Offeror as demonstrated by previous work and the service received by previous or current clients.

- 1. Experience in providing the services detailed in **Section C**; and
- 2. Quality, service, responsiveness, management expertise and client satisfaction.

(c) 25 Points: Technical Proposal Tab 4 – "Company's Technical Approach"

Events DC will evaluate the Offeror's detailed plans for the following:

- 1. Providing all required Work;
- 2. Providing all necessary materials, tools, equipment, personnel and subcontractors;
- 3. Providing a clear and concise QCP; and
- 4. Providing an Implementation Schedule which demonstrates a clear understanding of the requirements.

K.3 PRICE EVALUATION: 20 POINTS MAXIMUM

The price evaluation will be objective. Each price requested will be weighted. Ten (10) points will go to the lowest Firm Fixed Price for System Services, five (5) points will go to the lowest Firm Fixed Price for Maintenance Support Services and five (5) points will go to the lowest Time and Materials price for Emergency and Repair Services cost combined for a total of twenty (20) points. The Offeror with the lowest total price will receive the maximum price points. All other proposals for the Services evaluated will receive a proportionately lower total score.

K.4 <u>DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT PREFERENCE</u> <u>CRITERIA</u>

Any Offeror seeking to receive preferences for this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

(a) Evidence of the Offeror's or joint venture's certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of all relevant letters of certification from the DSLBD; or

(b) Evidence of the Offeror's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of the provisional certification from the DSLBD.

K.5 CBE PREFERENCE POINTS: 12 POINTS MAXIMUM

Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with D.C. Code § 2-218.43 as follows:

- (a) 3 points for a small business enterprise.
- (b) 5 points for a resident-owned business.
- (c) 5 points for a longtime resident business.
- (d) 2 points for a local business enterprise.
- (e) 2 points for a local business enterprise with its principal office located in an enterprise zone.
- (f) 2 points for a disadvantaged business enterprise.
- (g) 2 points for a veteran-owned business enterprise.
- (h) 2 points for a local manufacturing business enterprise.

K.6 PREFERENCES FOR CERTIFIED JOINT VENTURES

When the DSLBD certifies a joint venture, the certified joint venture will receive preference as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

K.7 EVALUATION OF OPTION YEARS

Events DC will evaluate the total price for all Option Years as well as the Base Term. Evaluation of Option Years shall not obligate Events DC to exercise them.

[End of Section K]

SECTION L - LIST OF ATTACHMENTS

The following documents can be found under the "Attachment" Tab of the APEX BID:

NO.	FORM	ACTION REQUIRED
1	W-9 Form	Sign and Include in Technical Proposal
2	Tax Certification Affidavit	Sign and Include in Technical Proposal
3	First Source Employment Agreement	Sign and Include in Technical Proposal
4	Representations and Certifications	Sign and Include in Technical Proposal
5	ACH Form (Rev. 2011).pdf	Sign and Include in Technical Proposal
6	Vendor Quick Reference Guide - Responding to Solicitations in APEX	Informational
7	Disclosure Statement 11-12	Sign and Include in Technical Proposal
8	Standard Contract Provisions	Informational
9	Wage Determinations	Informational
10	Pricing Form and Cost Form	Complete and Include in Cost Proposal
11	Rules of the Jobsite for Contractors	Informational
12	Attachment A: IP Digital Camera and System Specifications/Requirements	Informational
13	Attachment B: Video Wall Monitor Specifications	Informational
14	Attachment C: Managed Video Services Software A&E Specifications	Informational
15	Attachment D: Fiber Optics & Camera Listing	Informational
16	Attachment E: Camera Drawings	Informational
17	Attachment F: Convention Center Drawings	Informational

[End of Section L]

[END OF THIS RFP]