

Washington Convention and Sports Authority 801 Mount Vernon Place, NW Washington, DC 20001

ADMINISTRATIVE SYSTEMS REQUEST FOR PROPOSALS (RFP)

APEX BID #20-S-022-639

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to provide and implement Human Resources Management, Financial Management, and e-Procurement Systems.

This Request for Proposals (RFP) has a thirty-five percent (35%) set-aside for certified Small Business Enterprise (SBE) Offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014" as amended (the "Act") (D.C. Law 20-108; D.C. Official Code § 2-218.01 et seq.)

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

Key Dates

RFP Release Date: Friday, May 15, 2020

Pre-Proposal: 01:30 PM EST Monday, June 8, 2020

Question & Answer Ends: 05:00 PM EST, Friday, June 19, 2020

Proposal Due Date: 05:00 PM EST Tuesday, July 7, 2020

Primary Contact

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SECTION A - INTRODUCTION

- A.1 The Washington Convention and Sports Authority is an independent authority of the District of Columbia Government (the "District") and operates as a corporate body with a legal existence 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. Official 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 convention, 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, the Carnegie Library at Mt. Vernon Square, Robert F. Kennedy Memorial Stadium and its surrounding campus (which includes the Festival Grounds, the Fields at RFK Campus, and Skate Park), the non-military portions of the District of Columbia Armory, Gateway DC, the R.I.S.E. Demonstration Center, Nationals Park, and the Entertainment and Sports Arena (collectively the "Facilities").
- A.3 Events DC needs to replace several of its administrative systems; specifically, its e-procurement system, its financial management system ("FMS") and its human resources management system ("HRMS"), all of which are outdated and not sufficient to support Events DC's business operations, growing workforce, and multifaceted administrative needs. Currently, Events DC is using the following systems:

| Events DC Department | Current System |
|-------------------------------------|---|
| Office of Contracts and Procurement | Version 8.0 of Periscope Holdings, Inc.'s BuySpeed |
| Services (OCPS) | |
| Financial Management Division | Mitchell Humphrey II |
| (FMD) | |
| Human Resources (HR) | Ultimate Software for HRMS, as well as an internally |
| | developed Performance Appraisal System (PAS) built on |
| | ASP.net & Microsoft SQL |

- A.4 Events DC seeks one or more contractors (the "Contractor(s)") to provide a solution for each requested system. Each program -- HR, FMD, and OCPS -- is looking for a system to best meet the program's requirements as provided in **Section C** and the referenced Appendixes. An offeror may propose multiple solutions or one solution for all three systems, but the technical evaluation teams for each program (HR, FMD and OCPS) will evaluate the system/solution applicable to the program (thus a single solution will be evaluated by three separate technical evaluation teams representing HR, FMD, and OCPS). Proposed solutions must be able to integrate with corresponding systems as noted in **Section C**.
- A.5 The requested systems must be comprehensive to improve and streamline Events DC's overall processes in a manner that allows for greater flexibility, customization where applicable, increased transparency and efficiency, and better reporting. Events DC contemplates awarding a firm fixed price Contract for each system. Events DC further expects that the systems will be implemented in phases with the e-procurement system to be implemented first; the HRMS implemented second, and the FMS implemented last (with some amount of overlap in each phase). Thus, if more than one Contractor is selected, Contractors selected to implement the HRMS and FMS systems may begin the planning phases of implementation but should anticipate that actual implementation activities will not begin for several months after Contract award.

[End of Section A]

SECTION B - GENERAL INFORMATION

B.1 GENERAL DESCRIPTION OF WORK

- (a) Events DC seeks one or more experienced Contractor(s) to provide and implement software solutions that deliver a comprehensive and modern FMS, HRMS, and e-Procurement system (collectively, the "Systems").
- (b) The Contractor(s) will conduct all work under the direction of Events DC's designated on-site representative, the Contracting Officer's Technical Representative ("COTR"). Contact information for the COTR will be provided at the time of Contract award.
- (c) Events DC contemplates award of one or more firm fixed price contracts (each, a "Contract") for the work detailed in **Section C.** The Base Term of each Contract will be thirty-six (36) months with four (4) one-year renewal Option Years. See Section D.1.
- (d) Vendors wishing to respond to this RFP ("Offerors") must register in the Events DC procurement system, APEX (www.wcsapex.com). Reponses must be submitted both electronically.
- (e) Offerors may bid to provide services for one, two or all three Systems listed in Sections C.1.1, C.1.2 and C.1.3 below. Offerors should clearly specify each System for which it is submitting a proposal.

B.2 CONTRACTOR MINIMUM QUALIFICATIONS

To be considered for award of the Contract and ensure that the appropriate System(s) are selected, for each System on which the Offeror is bidding the Offeror(s) must:

- (a) Have documented experience of implementing the proposed System(s) for a minimum of three (3) clients over the past five (5) years;
- (b) Have experience implementing the proposed System(s) for companies with at least 500 employees; and
- (c) Have experience implementing the proposed System(s) for multi-facility/campus/location companies and/or organizations.

B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

- (a) A Virtual Pre-Proposal Conference through Zoom or equivalent online video collaboration platform is scheduled for 1:30 PM EST, Monday, June, 08, 2020 for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Andrea Lennon at alennon@eventsdc.com no later than 5:00 PM EST, Thursday, June 04, 2020. Virtual meeting details will be provided with attendance confirmation.
- (b) The purpose of the Pre-Proposal Conference is 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 Pre-Proposal Conference, the question must be submitted in writing through the APEX system (see Section B.4).

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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 5:00 PM EST Friday, June19, 2020. 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 and accurate proposal, or if the lack of a copy of the response would be prejudicial to any other prospective Offeror.

[End of Section B]

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SECTION C - SCOPE OF WORK

C.1 GENERAL REQUIREMENTS

Events DC seeks one or more Contractor(s) to provide and implement software solutions for HRMS, FMS, and e-procurement systems. An Offeror may provide a solution for one, two, or all three requested Systems. Each Offeror shall provide an integrator as described in **Section C.6**.

C.1.1. Human Resources Management System

- (a) Events DC seeks a Contractor to provide and implement a new HRMS that includes the following modules as further described in Appendix A:
 - i. Core Human Resources (Core HR);
 - ii. Benefits, Payroll/Time and Labor Management;
 - iii. Talent Acquisition;
 - iv. Recruitment:
 - v. Resource/Time Management;
 - vi. Onboarding;
 - vii. Talent Review/Management (Succession, Career Development, etc.);
 - viii. Reporting/Analytics;
 - ix. Workforce Compensation.
- (b) Events DC would also like the proposed System to include performance management (upgrades/enhancements to the existing performance system), goal management, learning management ("LMS"), internal social media platforms, employee engagement and employee profiles modules. All modules are further described in Appendix A.
- (c) The System must also be able to interface with Events DC's current and future FMS as well as Events DC's existing Performance Appraisal System (PAS).

C.1.2. Financial Management System

- (a) Events DC seeks a Contractor to provide and implement a new end-to-end FMS. The system shall have at a minimum the following modules:
 - i. Accounts Payable;
 - ii. Cash Management;
 - iii. Fixed Asset;
 - iv. Project Accounting;
 - v. Employee Expenses;
 - vi. Vendor Management; and
 - vii. Analytics.
- (b) A full list of requirements for the FMS modules is described in Appendix B.
- (c) The FMS must also be able to interface with Events DC's HRMS and E-Procurement System, as well as Events DC's existing event management system (Ungerboeck). Interface requirements include:
 - i. Customer Invoicing;

- ii. Accounts Receivable: and
- iii. Settlements.

C.1.3 e-Procurement System

- (a) Events DC seeks a Contractor to provide and implement a new end to end e-Procurement System. The System must be able to support the following business functions as detailed in Appendix C:
 - i. Demand Planning;
 - ii. Supplier Registration and Management (e.g., classify vendors by NIGP codes, etc.);
 - iii. Contract Creation and Management;
 - iv. Purchasing (e.g., creating purchase orders/service orders, create and approve requisitions, etc.);
 - v. Receiving and Invoicing (e.g., sign off on receiving goods and services, receiving invoices and applying reductions to contract not-to-exceeds, etc.);
 - vi. Document Management; and
 - vii. Analysis and Reporting (e.g., spending trends, small business utilization, contract usage by quarter/month/year, etc.).
- (b) The System must also be able to interface with Events DC's current and future FMS. The detailed technical and integration requirements are also contained in Appendix C. Key interfaces and workflow are shown in Appendix C.
- (c) The intent of the new System is to increase the efficiency and service levels of the procurement services delivered to Events DC by streamlining, automating, and standardizing the procurement process and ensuring accuracy.

C.1.4. All Systems

- (a) In addition to supporting specific business functions as set forth above, each Contractor providing and implementing each System shall be responsible for the following additional tasks:
 - i. Training;
 - ii. Customer support;
 - iii. Mobile optimization; and
 - iv. Data management.
- (b) Based on the System(s) proposed, Contractors shall have a list of supported 3rd party FMS, eprocurement, and/or HRMS software integrations. The Contractor(s) must also provide a list of supported integration interfaces (i.e. email, JDBC, JSON, SOAP, ODBC) (See Section I.4).
- (c) Each Contractor shall be an authorized seller or licensor of the software, services, and licenses required to complete the System implementation for which it is selected.

C.2 TASK 1 – REVIEW BUSINESS PROCESSES

(a) For each System, the Contractor(s) shall facilitate an "Implementation Team Planning Meeting" to identify key milestones involved with the implementation of the new System(s). This meeting shall include the Contractor's Project Manager, the Contractor's staff, the Contractor's Integrator (as described in Section C.6) and Events DC's COTR and designated staff (the "Implementation Team Members"). The Contractor(s) shall present a timeline establishing milestones to be discussed at the

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- Implementation Team Planning Meeting. The Contractor(s) shall finalize the timeline based on discussions at the Implementation Team Planning Meeting.
- (b) The Contractor(s) shall identify and establish key average baseline system workflow metrics to be used as a comparison against the proposed and implemented workflows of the new System. Example: time to onboard new hire using current system workflow vs proposed.
- (c) The Contractor(s) shall interview individuals from Events DC's OCPS, FMD, HR, and Technology Management Division to review each department's policies and procedures. The purpose of this review is to ensure that the Systems support existing processes and to maximize the capabilities of the new Systems.
- (d) The Contractor(s) shall identify all data elements, data validation rules, and business rules used by Events DC's current Systems and incorporate these into a Data Requirements and Definitions Document for Events DC's review and approval.

C.3 TASK 2 – DEVELOP A SYSTEMS INTEGRATION & INTERFACE PLAN

The Integration and Interface Plan shall include a description of all processes, data flows, file layouts, and custom programs needed to integrate all software applications between System(s) and other external named systems (e.g., Events DC's FMS application must communicate with Ungerboeck (Events DC's CRM, event booking and event management software), the e-procurement system, and HRMS).

C.4 TASK 3 – IMPLEMENT THE SYSTEM

The Contractor(s) shall implement the Systems following the COTR's approval of the Integration and Interface Plan. Implementation includes performing all work, including the subtasks below, required for Events DC to "go-live" with the new System.

(a) SUBTASK 3.1 – CONFIGURE THE SYSTEMS

- i. The Contractor(s) shall configure all elements of the Systems to meet Events DC's requirements. This includes, but is not limited to, populating the database with look-up tables, business rules, error-checking routines, screen layouts, and nomenclature.
- ii. The Contractor(s) will also set up all standard and customized reports as required by the COTR. Access control and other security features shall also be configured. The COTR will provide the Contractor with access to Events DC's existing systems so that data for secondary tables such as drop-down menus, look-ups, and others can be imported.

(b) SUBTASK 3.2 – CONVERT EXISTING DATA

- The Contractor(s) shall document the conversion processes indicating the data source, destination, and any conversion processing in a "Data Conversion Chart" to be provided to the COTR.
- ii. The Contractor(s) shall partner with Events DC in performing data cleanse activities to ensure accurate data is being converted and imported into the new System(s).
- iii. Once reviewed and approved, the Contractor(s) shall convert all employee and vendor data currently in Events DC's existing systems to the new System(s).

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(c) SUBTASK 3.3 – TEST THE SYSTEM

- i. The Contractor(s) shall prepare a "Test Plan" for approval by the COTR. The Test Plan must include timeline, use case and workflow testing, business rules, access rights testing, performance testing, security testing, and penetration testing. The Test Plan shall also include a test disaster scenario with recovery. Tests should include the intentional entry of wrong information. There should also be a test of the security access interface between the System(s) and Events DC's existing Lightweight Directory Access Protocol (LDAP). The LDAP corporate single sign-on access interface support must be tested and proven.
 - ii. The Contractor(s) shall test the new System(s), and shall, in the event of errors, flaws, faults, bugs or other malfunctions, apply corrective actions and then conduct re-testing to ensure that such problems have been corrected. Testing shall include checking the data conversion process, data entry and edit functions, and reports, as well as interfaces to existing systems.
 - iii. The Contractor(s) shall prepare a "Problem Report" following each System test to document any issues, which report shall include testing results, page load times, lag and crash rates. This report shall be submitted to the COTR. The reports shall indicate the test date, a brief description of the problem, corrective action, and re-test results.

(d) SUBTASK 3.4 – TRAIN END-USERS AND SYSTEM ADMINISTRATORS

- i. The Contractor(s) shall prepare an ongoing "Training Plan" for the Base Term and any possible Option Years, for approval by the COTR, which describes training topics and identifies the intended audience for all training sessions, and identifies a recommended schedule for training. The training topics shall include at a minimum navigation of the System(s), inputting data, approval processes, changes, reporting, and security administration.
- ii. The Contractor(s) shall perform initial onsite training for end-users on the use of the new System(s). Training sessions may be recorded by Events DC for its future use, and Contractor(s), by entering into the Contract, consents to such recording and use.
- iii. In-person and online training materials shall be provided for separate levels of usage, i.e., employee, manager, OCPS, HR, and FMD end-users, as well as system administrators.

(e) SUBTASK 3.5 –BUSINESS READINESS GO-LIVE PLAN

i. The Contractor(s) shall provide a detailed "Business Readiness Go-Live Plan" that includes all tasks required to successfully go live with the System(s). This plan needs to account for readiness and sign-off on System build, data migration, data validation, business preparations, legacy integration/shutdown and business start-up activities. The Contractor(s) plan shall accommodate and align to the Business Readiness Go-Live Plans for the other Systems (i.e., HRMS, FMS and e-Procurement).

(f) **SUBTASK 3.6 – <u>SOFTWARE UPDATES</u>**

- i. The Contractor(s) shall provide software updates to the COTR as the updates become available. The Contractor must be accessible for additional training (in-person or virtually) to ensure Events DC staff is properly trained on the updated System prior to going live.
- ii. The Contractors(s) shall be responsible for troubleshooting and supporting certified integrations that are impacted by required or recommended System updates. Events DC will be responsible for supporting and troubleshooting the functionality of all non-certified custom integrations.
- iii. The Contractor(s) shall provide updated training materials which include the software updates to all designated Events DC staff.
- iv. The Contractor(s) shall prepare a Problems Report which shall include issues the users have with the updated System, testing results, page load times, lag and crash rates. This report shall be submitted to the COTR. The report shall indicate the test date, a brief description of the problem, corrective action, and re-test results.

C.5 TASK 4 - PROVIDE TECHNICAL ASSISTANCE

- (a) The Contractor(s) shall provide on-site technical assistance when the System(s) goes "live."
- (b) Beginning with the implementation, the Contractor(s) shall, during the Base Term and any Option Years, provide twenty-four (24) hours-per-day, seven (7) days-a-week telephone support and/or online chat to assist in correcting issues with the System. This may include diagnosing and resolving error messages, potential software "bugs," questions with usage, issues with System integration or external System interfaces, and other technical support.

C.6 INTEGRATOR

- (a) Each Contractor shall provide an Integrator that has previously worked with Contractor's proposed solution. The Integrator may be a third party or part of the Contractor's staff. The Integrator shall have a minimum of ten (10) years' experience integrating the proposed solution for companies with multifacility/campus/location and at least 500 employees.
- (b) The Integrator will be responsible for planning, installation, master data management, process engineering, training, testing and go-live activities. The Integrator responsibilities shall include but not be limited to the following:
 - a. Establishing criteria to evaluate the success of the project via current baselining of key business workflows;
 - b. Assisting Events DC in creating and assembling a dedicated project team that will own the implementation to go live;
 - c. Creating a user engagement plan to identify key staff requirements and deliverables throughout the process;
 - d. Creating a Systems implementation schedule with key milestones and checkpoints;
 - e. Identifying current business workflows and map/re-engineer to new platform;
 - f. Identifying key system integration requirements and implement integration workflows via industry standard API platform;

- g. Creating a go-forward master data management strategy to identify source of record and data flow across systems;
- h. Mapping, cleansing, migrating and testing of data from existing to new systems;
- i. Functional testing of key workflows;
- j. Training of Events DC staff;
- k. Supporting go-live activities; and
- 1. Providing hyper-care support post go-live for a specified period (i.e., warranty period).

CONTRACTOR STAFF & KEY PERSONNEL C.7

- (a) The Contractor(s) must provide a Project Manager as Key Personnel. The assigned Project Manager must have a minimum of ten (10) years' experience leading implementation of Systems at organizations with multi-facility/campus/locations and at least 500 employees.
- (b) The Contractor(s) must assign both an Account Manager and Client Success Manager (if applicable) to Events DC for the Base Term and any Option Years. The Account Manager is considered Key Personnel.
- (c) As set forth in **Section C.6**, the Contractor must provide an Integrator for its proposed System. The Integrator is considered Key Personnel.
- (d) The Key Personnel specified herein are essential to the work being performed hereunder. Prior to diverting any of the specified Key Personnel for any reason, the Contractor shall notify the COTR and shall submit justification (including proposed substitutions with qualifications) in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall not appoint replacements without written permission from the COTR.
- (e) Should the COTR request the removal of Key Personnel for non-performance, it is the expectation that such personnel shall be timely replaced, and Contractor(s) shall propose substitutions with qualifications in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall not appoint replacements without written permission from the COTR.

[End of Section C]

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SECTION D - CONTRACT TERM, DELIVERABLES AND PERFORMANCE

D.1 TERM OF CONTRACT

- (a) The Base Term of the Contract(s) shall be for thirty-six (36) months.
- (b) Events DC has the right to extend the term of the Contract(s) for four (4) one-year Option periods (each, an "Option Year"), or successive fractions thereof, by written modification to the Contract before expiration. The exercise of an Option Year is subject to the availability of funds at the time the Option Year is exercised.
- (c) Work to be required will be determined at the time each Option Year is exercised.
- (d) If Events DC exercises an Option Year, the Contract shall be considered to include the Option Year provision.

D.2 <u>DELIVERABLES</u>

The Contractor shall provide, at a minimum, the deliverables set forth below. Additionally, and upon request, the Contractor shall provide other reports which may be presented to the Events DC Board of Directors, or the Council of the District of Columbia. The number of copies of other reports will be determined at the time of the request by Events DC.

| <u>DELIVERABLE</u> | METHOD OF DELIVERY | <u>DUE DATE</u> | TO WHOM |
|---|-----------------------|---|----------------------------------|
| Implementation Team Planning Meeting | Virtual/In Person | Within two weeks of Contract Execution | Events DC Implementation Team |
| Draft Project Timeline | Electronic | TBD | Events DC Implementation Team |
| Final Project Timeline | Electronic | Five (5) business days following the Implementation Team Planning Meeting | COTR |
| Data Requirements and Definition Document | Electronic | End of Task 1 | COTR |
| Systems Integration and Interface Plan | Electronic | End of Task 2 | COTR |
| Data Conversion Chart | Electronic | Start of Subtask 3.2 | COTR |

| Test Plan | Electronic | Two weeks prior to commencement of Subtask 3.4 | COTR |
|--|-------------------|--|--|
| Problem Reports | Electronic | Weekly throughout the duration of Subtask 3.3 | COTR |
| Training Plan | Electronic | Two weeks prior to commencement of Subtask 3.4 | COTR |
| Business Readiness Go-Live Plan | Electronic | Ninety days prior to forecasted go- live date | COTR |
| Software Update and New Release Notices | Electronic | As released | COTR and System Administrator |
| Supplemental Training Requirements for Software Updates and new Releases | Virtual/In Person | As released in applicable format | COTR, System Administrator, Requisite Staff |
| Invoices | Electronic | Monthly | COTR and Invoices@eventsdc.com |

D.3 PERFORMANCE

- (a) Events DC desires to obtain complete and satisfactory performance in accordance with the specifications and requirements of this RFP and the Contract. To this end, Events DC is contracting for the complete performance of work identified in **Section C** and reserves the right to assess deductions for non-performance. 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.
- (b) The average daily rate calculated from the fixed-price amount for the work of the Contractor as set forth in the Contract shall be used to calculate deductions. This rate shall be multiplied by the number of productive and administrative days needed by Events DC to complete the task as determined by the COTR.

[End of Section D]

SECTION E - SPECIFIC CONTRACT PROVISIONS/ETHICAL PROVISIONS

E.1STANDARD CONTRACT 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 small Certified Business Enterprises ("SBEs"). If there are insufficient qualified SBEs 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 ("CBE"), 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 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 and the Contract is awarded, changes may only occur with the prior written approval of Events DC's Chief Contracting Officer and the Director of DSLBD.

The preliminary subcontracting plan must include the following:

- a) The name and address of each subcontractor;
- b) The current certification number of each SBE or CBE subcontractor;
- c) The scope of work to be performed by each subcontractor; and
- d) The price to be paid by the beneficiary to each subcontractor.

A subcontracting plan template is available under the Attachments Tab of the APEX bid.

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

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 15, December 31, 2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.), 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 exercise.

E.4 INSURANCE

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, including broad form coverage for property damage, products-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.

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- (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 not than \$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.

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 additional insured. The additional insured endorsements 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.

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.

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 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, 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 releasability 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. Official 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:
 - i. The first source for finding employees to fill all jobs created in order to perform this contract shall be DOES; and
 - ii. 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. The contract compliance report for the Contract shall include the:
 - i. Number of employees needed;
 - ii. Number of current employees transferred;
 - iii. Number of new job openings created;
 - iv. Number of job openings listed with DOES;
 - v. Total number of District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - vi. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (1) Name;
 - (2) Social Security number;

- (3) Job title;
- (4) Hire date;
- (5) Place of residence; and
- (6) Referral source for all new hires.
- (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:
 - i. Document in a report to the Contracting Officer its compliance with the Section F.4 (d) of this RFP; or
 - ii. Submit a request to the Contracting Officer for a waiver of compliance with Section F.4 (d) and include the following documentation:
 - (1) Material supporting a good faith effort to comply;
 - (2) Referrals provided by DOES and other referral sources;
 - (3) Advertisement of job openings listed with DOES and other referral sources; and
 - (4) Any documentation supporting the waiver request to satisfy the requirements of Section F.4 (f) below.
- (f) The Contracting Officer may waive the provisions of Section F.4 (d) if the Contracting Officer finds that:
 - i. A good faith effort to comply is demonstrated by the Contractor;
 - ii. 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;
 - iii. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - iv. 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.4 above, the Contracting Officer shall determine whether the Contractor is in compliance with Section F.4 (d) or whether a waiver of compliance pursuant to Section F.4 (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.4 (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.4 (d) through F.4 (h) do not apply to nonprofit organizations.

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, codified at D.C. Official 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 option, continue to provide these services. To that end, the Contractor will be required to:

- (a) 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 Event DC's Contracting Officer for review and approval.
- (c) Provide transition services for up to 90 days after the expiration of the contract (the "Transition Period").

[End of Section G]

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SECTION H - SUBMISSION INSTRUCTIONS

H.1 OVERVIEW

All Offerors must submit responses electronically via APEX to be considered for this award. The responses must be prepared as <u>2 separate documents</u>, one titled "Technical Proposal," with 7 Parts as detailed in **Section I** below, and a separate document titled "Cost Proposal" as detailed in **Section J** below.

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 APEX ELECTRONIC SUBMISSION REQUIREMENTS

- (a) Offerors must submit proposals electronically via APEX. The Technical Proposal and the Cost Proposal are to be prepared as separate documents.
- (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, Preliminary Subcontracting Plan 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 #20-S-022-639. <u>The status will show as "submitted" if the proposal was successfully submitted or "in-progress" if additional action is required.</u>

H.3 PROPOSAL DUE DATE

Proposals are due no later than 5:00 PM on Tuesday, July, 07, 2020.

H.4 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.5 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):

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APEX Bid No.: 20-S-022-639

"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.6 PROPOSAL PROTESTS

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 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:

- (a) The name and address of the protester;
- (b) Appropriate identification of the procurement, e.g., the solicitation number and if a contract has been awarded, its number;
- (c) A statement of reasons for the protest; and
- (d) 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.

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.

The CAB shall hear and decide appeals from final decisions of Events DC and grant relief in accordance with D.C. Official Code Section 1-1189.8 c-f 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.7 RETENTION OF PROPOSALS

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.8 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 best and final offers received. If discussions are reopened, the Contracting Officer may issue an additional request for best and final offers 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 (include former company names and year established, if applicable);
- (c) Type of ownership;
- (d) Whether the company is licensed to do business in the District of Columbia (if applicable) and possesses the professional licenses required by this RFP;
- (e) Primary company contact name, mailing address, email address, and telephone number; and
- (f) If a certified joint venture is contemplated, provide the same information for each joint venture company.

I.2 TAB 2 – EXPERIENCE OF KEY PERSONNEL/STAFFING PLAN

The Offeror shall provide the following:

- (a) An organizational chart reflective of the staff composition and reporting structure assigned to Events DC during the implementation;
- (b) Resumes of the key personnel, i.e., the Project Manager, Account Manager, and Integrator;
- (c) A description of the specialized experience and qualifications of its key personnel who will perform the work;
- (d) The names and reporting relationships of the key personnel; and
- (e) The hours, by labor category that each key personnel (e.g., Project Manager, et al) will devote to the Contract in total and by task. Additionally, identify what work will be performed onsite, as well as remotely.

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

The Offeror shall describe its experience in performing the type of work described in **SECTION C** - Tab 3 must include:

(a) A description of implementations (as required in **Section B.2**) completed for at least three (3) customers within the last five (5) years, including customer names, the name(s) of the software manufacturer, the version implemented, if it was a multi-facility/campus/location organization and customer company size

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- (at least 500 employees) for which the system was implemented. The System implemented must be the proposed System for this RFP;
- (b) A description of challenges and/or difficulties with these implementations, including integrating separate systems, or interfacing with other systems, and the measures taken to resolve such challenges and difficulties; and
- (c) A letter of reference (with contact information) from each of the above customers for which implementations were performed.

I.4 TAB 4 – TECHNICAL APPROACH

- (a) The Offeror shall set forth a detailed technical plan for completing the work set forth in **Section C**, including the materials, specific technology, timeframe for implementing the System, personnel and supervision, use of sub-contractors, 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 assurance program.
- (b) Offerors shall describe the capabilities for their systems to interface to external systems. Based on the System(s) proposed, Offerors shall also provide a list of supported 3rd party FMS, e-procurement, and/or HRMS integrations. The Contractor(s) must also provide a list of supported integration interfaces (i.e. email, JDBC, JSON, SOAP, ODBC).
- (c) Offerors must submit an interface and integration plan for the proposed software System(s) which indicates the sequencing of work and distribution of effort. The plan shall also indicate when Events DC participation is required and identify times the Contractor(s) will be on-site. A timeline shall be included as part of the plan.
- (d) If requested, Offerors will be required to demonstrate their software to personnel from Events DC, including Human Resources, Technology Management, Financial Management, and Contracts and Procurement. Offerors must make available—by phone and/or Zoom or equivalent online video collaboration platform a Project Manager to conduct the demonstrations, as well as to answer questions regarding software functionality, staffing, support and other questions.

I.5 TAB 5 – DISCLOSURES

Offerors must include the following certifications/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; and
- (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

Offerors must include the following documents:

- (a) A completed W-9 Form (form located under the Attachments Tab in APEX);
- (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): and
- (d) A completed Disclosure Statement (form located under the Attachments Tab in APEX).

I.7 TAB 7 – 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]

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SECTION J - COST PROPOSAL

J.1 PRICING

The cost proposal shall include a firm fixed price which considers initial acquisition implementation and set-up, and ongoing operating/support costs for the solution(s) you are recommending. The price proposal must include costs for product, hardware/equipment, implementation, maintenance and support, and training. At a minimum, and if applicable, please include the following and provide all supporting cost details:

- (a) Annual Subscription Costs (please provide a pricing for a la carte and bundling);
- (b) Integrator (if provided by a third party);
- (c) Technical Support;
- (d) Total Implementation Costs (including any customization, data conversion, as well as associated labor costs);
- (e) Total Training Costs (during implementation, after implementation, onboarding, and continuously, as needed);
- (f) Total Hosting and Service Costs (including all Third-Party costs);
- (g) Total Hardware/Equipment Costs;
- (h) Updates; and
- (i) Other Direct Costs (all allowable costs excluding travel-related expenses, directly allocable to performance of the tasks) if applicable

J.2 OPTION YEAR PRICING

The Offeror **must** include Option Year pricing in its Cost Proposal. An offer will be determined to be nonresponsive if it fails to include Option Year pricing. Offerors shall provide a firm fixed price for the annual subscription cost, technical support, hosting and any other direct cost for each Option Year noted.

[End of Section J]

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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 <u>112 points</u>.

K.2 TECHNICAL EVALUATION: 80 POINTS MAXIMUM

(a) 15 Points: Technical Proposal Tab 2 – "Key Personnel/Staffing Plan"

This factor is based on the submission of resumes and relevant experience of the Key Personnel, specifically:

- 1. The experience and qualifications of the proposed Project Manager, Account Manager and Integrator; and
- 2. Allocation of staff resources by Task.

(b) 15 Points: Technical Proposal Tab 3 – "Specialized and Significant Experience and Technical Competence of the Firm"

This factor will be evaluated based on the Offeror's business history, provision of comparable services, and the experience of service received by professional references, specifically:

- 1. Experience in implementing the proposed System(s) to meet similar requirements as presented in the Scope of Work, Section C; and
- 2. Quality, service, responsiveness, management expertise and client satisfaction; and

(c) 50 Points: Technical Proposal Tab 4 – "Company's Technical Approach"

This factor will be evaluated based on an assessment of the proposal in meeting the requirements of the Statement of Work (Section C). Specifically, Events DC will evaluate the for the following:

- 1. Overall quality of the Technical Approach, and the described implementation of the Integration and Interface Plan; and
- 2. Degree to which the proposed solution meets the requirements listed in Appendixes A, B and C.

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K.3 PRICE EVALUATION: 20 POINTS MAXIMUM

The price evaluation will be objective. The Offeror with the lowest total price will receive the maximum price points. All other proposals for the task evaluated will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

Lowest price proposal (x) weight **Evaluated Price Score** Price of proposal being evaluated

K.4 CBE PREFERENCE

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, ROB, VOB, or LME.

K.5 CBE PREFERENCE POINTS: 12 POINTS MAXIMUM

Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with DC Code 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; and
- (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 based on the percentage of ownership the CBE(s) partner has in the joint venture, 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]

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SECTION L - LIST OF ATTACHMENTS

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

| FORM TO SERVICE OF THE PROPERTY OF THE PROPERT | ACTION REQUIRED |
|--|--|
| W-9 Form | Sign and include in Technical Proposal - Tab 6 |
| Tax Certification Affidavit | Sign and include in Technical Proposal - Tab 6 |
| Representations And Certifications | Sign and include in Technical Proposal - Tab 6 |
| ACH Form (Rev. 2011).pdf | Sign and include in Technical Proposal - Tab 6 |
| Vendor Quick Reference Guide - Responding To | |
| Solicitations In APEX | Informational |
| Disclosure Statement 11-12 | Sign and include in Technical Proposal - Tab 6 |
| Standard Contract Provisions | Informational |
| Wage Determinations | Informational |
| Pricing Form and Cost Form | Complete and include in Cost Proposal |
| Rules of the Jobsite for Contractors | Informational |
| First Source Employment Agreement | Complete and include in Technical Proposal |
| Preliminary Subcontracting Plan | Sign and include in Technical Proposal – Tab 4 |
| Appendix A: E-procurement Requirements | Complete and include in Technical Proposal |
| Appendix B: Financial Management System | |
| Requirements | Complete and include in Technical Proposal |
| Appendix C: Human Resource Management System Requirements | Complete and include in Technical Proposal |

[End of Section L]