



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

**BUILDING FAÇADE, RETAIL KIOSK AND
PUBLIC-AREA AMENITY CONSTRUCTION
REQUEST FOR PROPOSAL (RFP)**

APEX BID #19-S-003-560

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to provide General Contractor Services to develop and build façade, retail kiosk and public-area amenity construction surrounding the Walter E. Washington Convention Center.

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” (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 Events DC’s e-procurement website at www.wcsapex.com.

Key Dates

RFP Release Date: Thursday, March 7, 2019
MANDATORY Site Visit: 11:00 AM EST, Thursday, March 28, 2019
Proposal Due Date: 3:00 PM EST, Monday, April 22, 2019

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TABLE OF CONTENTS

SECTION A - INTRODUCTION	4
SECTION B - GENERAL INFORMATION	5
B.1. GENERAL DESCRIPTION OF WORK	5
B.2. CONTRACTOR QUALIFICATIONS	5
B.3. PRE-PROPOSAL CONFERENCE/SITE VISIT	6
B.4. QUESTIONS	6
SECTION C - SCOPE OF WORK	7
C.1. SCOPE OF WORK	7
C.2. PRECONSTRUCTION PHASE	7
C.2.1. DESIGN REVIEWS	8
C.2.2. TRADE BIDDING PROCESS	8
C.2.3. BIDDING & BID TABULATION	8
C.2.4. VALUE ENGINEERING STRATEGIES & SCOPE ASSESSMENT	8
C.2.5. FEE STRUCTURE/GMP OPTION	8
C.2.6. DELIVERABLES	9
C.3. CONSTRUCTION PHASE	9
C.3.1. MANAGEMENT SERVICES	9
C.3.2. SCHEDULE OF WORK	10
C.3.3. TRADE WORK; SUBCONTRACTS	10
C.3.4. SITE SAFETY AND CLEAN-UP	10
C.3.5. CLOSE-OUT	11
C.4. CONTRACTOR STAFF/KEY PERSONNEL AND ORGANIZATION	11
C.5. CONFORMANCE WITH LAWS	12
C.6. TIME OF THE ESSENCE	12
SECTION D - CONTRACT TERM, DELIVERABLES AND PERFORMANCE	13
D.1. TERM OF CONTRACT	13
D.2. DELIVERABLES	13
D.3. PERFORMANCE	14
SECTION E - SPECIFIC CONTRACT PROVISIONS	15
E.1. STANDARD CONTRACT PROVISIONS	15
E.2. REQUIRED SUBCONTRACTING SET-ASIDE	15
E.3 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS	15
E.4 INSURANCE	15
E.5 INDEMNIFICATION	17
SECTION F - SPECIAL CONTRACT REQUIREMENTS	18
F.1 PUBLICITY	18
F.2 FREEDOM OF INFORMATION ACT	18
F.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	18
F.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	20
F.5 LIVING WAGE ACT OF 2006	20
SECTION G - CONTRACT CLAUSES	21
G.1 CONFIDENTIALITY OF INFORMATION	21
G.2 TIME	21
G.3 CONTINUITY OF SERVICES	21
SECTION H - SUBMISSION INSTRUCTIONS	22
H.1. OVERVIEW	22

H.2.	HARD COPY SUBMISSION REQUIREMENTS	22
H.3.	APEX ELECTRONIC SUBMISSION REQUIREMENTS.....	22
H.4.	PROPOSAL DUE DATE.....	23
H.5.	AMENDMENTS.....	23
	SECTION I - TECHNICAL PROPOSAL	24
I.1.	TAB 1 – COMPANY PROFILE	24
I.2.	TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	24
I.3.	TAB 3 – SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETENCE, AND COMPANY REFERENCES.....	24
I.4.	TAB 4 – COMPANY’S TECHNICAL APPROACH	24
I.5.	TAB 5 – DISCLOSURES	25
I.6.	TAB 6 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS.....	25
I.7.	TAB 7 – EXCEPTIONS	25
	SECTION J - COST PROPOSAL.....	26
J.1.	PRICING.....	26
	SECTION K - EVALUATION FACTORS.....	27
K.1	OVERVIEW	27
K.2	TECHNICAL EVALUATION: 80 POINTS	27
K.3	PRICE EVALUATION: 20 POINTS.....	27
K.4	SBE PREFERENCE CRITERIA: 12 POINTS MAXIMUM	28
K.5	EVALUATION OF OPTION YEARS.....	28
	SECTION L - LIST OF ATTACHMENTS.....	29

SECTION A - INTRODUCTION

- A.1 The Washington Convention and Sports Authority is an independent authority of the District of Columbia Government (“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. 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 “Center”), the Carnegie Library, RFK Stadium, the non-military portions of the District of Columbia Armory, Gateway DC, the R.I.S.E. Demonstration Center, the new Entertainment and Sports Arena and Nationals Ballpark.
- A.3 The Center, located at 801 Mount Vernon Place, NW in Washington, DC, is a 2.3 million square foot conventions and meeting facility that includes 703,000 square feet of exhibit space, a total of 77 break-out rooms and the largest ballroom in the Mid-Atlantic region. Events DC intends to construct an improved streetscape along the boundaries of the Center at 7th Street, 9th Street, N Street and Mount Vernon Place, NW. The improvements contemplated include, but are not limited to, a rooftop terrace, sidewalk custom paving, street furniture, public art and retail signage and possible retail kiosks and/or facade improvements. (collectively, the “Project”). Preliminary concept designs are included can be found at the hyperlink below.
<https://www.dropbox.com/s/8h3gt5egtem4fgb/90%25%20Construction%20Drawings.pdf?dl=0>
- A.4 Events DC has completed design development drawings (“Design Documents”) and, through this RFP, is seeking one or more qualified General Contractor (“Contractor”) to provide general contractor services during the Pre-Construction and Construction Phases of the Project. Events DC anticipates making contract award(s), receiving regulatory approvals, and securing permit this Summer of 2019. Construction of the project will be sequenced to minimize disruptions to Convention Center operations.

[End of Section A]

SECTION B - GENERAL INFORMATION

B.1. GENERAL DESCRIPTION OF WORK

- (a) Events DC seeks one or more experienced Contractors to provide general contractor services for streetscape improvements surrounding the Center. Each Contractor's scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.
- (b) Events DC contemplates award of one or more American Institute of Architects (AIA) Contracts for the work detailed in **Section C**. Each Contract will be a Cost plus a Fixed Fee Contract. The Contractor(s) will provide a Preconstruction Fee, a General Contractor Fee, and a General Conditions Budget (see **Section J**). There will also be an option to enter into a Guaranteed Maximum Price (GMP) contract at Events DC's discretion. The Base Term of the Contract(s) will be from date of award through September 30, 2021 with two (2) one-year renewal Options. **See Section D.1.**
- (c) 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.
- (d) Vendors wishing to respond to this RFP ("Offerors") must register in the Events DC procurement system, APEX (www.wcsapex.com). Responses must be submitted both electronically and via hard copy. An Offeror's response must include two (2) separate submissions: a "Technical Proposal" and a "Cost Proposal", as outlined in Error! Reference source not found.**through J.**
- (e) Offerors may bid to provide services for one task, two tasks, or all three tasks listed in **Section C.1** below. Offerors should clearly specify each task category for which it is submitting a proposal. Offers will not be accepted for services related to a subset of a task category. So, for example, an offer to provide pre-construction services only, as a subset of Task 1, will not be accepted.

B.2. CONTRACTOR QUALIFICATIONS

To be considered for award of the Contract, the Offeror must:

- (a) Have at least five (5) years of experience providing general contractor services for large scale (e.g., convention centers, shopping plazas, commercial office buildings, apartment complexes, etc.), urban streetscape improvement projects;
- (b) Have experience working collaboratively with architect/engineering ("A/E") firms throughout all phases of a project; and
- (c) Possess all licenses required by District, Federal and State law to provide the services set forth in **Section C**.

B.3. MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT

- (a) A MANDATORY Pre-Proposal Conference/Site Visit (“Site Visit”) is scheduled for **11:00, AM EST, Thursday, March 28, 2019** for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Kiara Short at kshort@eventsdc.com no later than **5:00PM EST, Wednesday, March 27, 2019**.
- (b) Prospective Offerors shall meet at the Walter E. Washington Convention Center, Office of Contracts and Procurement, 801 Mount Vernon Place, NW, West Mezzanine, 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 around the facility, 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 (**see Section B.4**).

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 **Wednesday, April 17, 2019**. Events DC will not consider any questions received after this date.
- (c) Events DC will furnish responses promptly to the requestor and to other prospective Offerors if deemed by Events DC to be necessary for Offerors to prepare a complete and accurate proposal, or if the lack of a copy of the response would be prejudicial to any prospective Offeror.

[End of Section B]

SECTION C - SCOPE OF WORK

C.1. SCOPE OF WORK

This Project will be divided into three (3) Tasks. Contractors may bid on one, two or all three Tasks, and an award may be issued for one, two or all three Tasks. The Tasks are as follows:

Task 1: Physical Improvements to the Center Exterior. This Task consists of pre-construction work and associated construction of the physical improvements to the exterior of the Walter E. Washington Convention Center building including but not limited to:

- (a) Installation of retail kiosks and/or other improvements to external retail spaces
- (b) Façade improvements
- (c) Construction of a rooftop terrace
- (d) Construction of exterior stairs/rooftop access
- (e) Installation of retail-related signage

Task 2: Physical Improvements to the Landscape and Public Space Surrounding the Center. This Task consists of pre-construction work and associated construction to the landscape/public space comprising the perimeter of the Walter E. Washington Convention Center including but not limited to:

- (a) Pavers/sidewalk work
- (b) New lighting
- (c) Public furniture (bicycle racks, benches, etc.)
- (d) Landscaping (planters, street trees, etc.)
- (e) Wayfinding signage

Task 3: Renovation of Metro Entrance and Plaza. This Task consists of pre-construction work and associated construction for renovations to the Metro entrance and plaza at the Walter E. Washington Convention Center including but not limited to:

- (a) Sitework and related enhancements to Metro station ingress and egress areas (not including escalators)
- (b) Renovation of overhead shelter structure
- (c) Installation of wayfinding or other signage in Metro entrance
- (d) Improvements to plaza/public assembly area

For each Task, the Contractor will be required to work with an A/E firm selected by Events DC to advance the streetscape improvements design and to complete construction of the approved design in accordance with the timelines set forth in **Section C.6** below. The Contractor shall be required to provide all the management, personnel, supervision, labor, materials and other services necessary to complete construction of the applicable Task for the Project.

C.2. PRECONSTRUCTION PHASE

The Preconstruction Phase for each of the Tasks listed above will begin on the date of Contract award. During this phase, the Contractor will be required to work with the A/E firm and COTR to:

- (a) Review Design Documents and recommend alternative solutions;
- (b) Advise on selection of materials;
- (c) Provide recommendations on construction feasibility;

- (d) Provide cost estimating and budgeting services;
- (e) Assist in Value Engineering Services (identifying ways to reduce cost to ensure Events DC remains in budget);
- (f) Provide a preliminary construction schedule;
- (g) Establish bidding and construction contingencies,
- (h) Identify all long lead items;
- (i) Acquire necessary permits and licenses; and
- (j) Develop GMP Proposal if requested by COTR.

C.2.1. DESIGN REVIEWS

During the Preconstruction Phase, the Contractor will work with the A/E firm to progress the Design Documents for the Task(s) into a bid set to serve as the basis for a GMP. Events DC may elect to buy this GMP or proceed on a cost-plus fixed fee basis for any and/or all elements of the Project.

C.2.2. TRADE BIDDING PROCESS

Contractor shall provide to the COTR a written submission on the proposed bidding procedures for the different trades required. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the bid process. The Contractor shall require subcontractors to provide an estimate of the percentage of labor hours performed by District residents in completing any subcontracted work (see **Section F.3**).

C.2.3. BIDDING & BID TABULATION

The Contractor shall issue the approved permit set to trade subcontractors for bidding. In order to ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. If the Contractor is unable to obtain three bids, the Contractor must provide a justification to the COTR. The Contractor shall provide to the COTR a bid tabulation, including the CBE and workforce participation estimates (see **Section E.2**), of the trade bids obtained. The bid tabulation should identify any leveling of the trade bids.

C.2.4. VALUE ENGINEERING STRATEGIES & SCOPE ASSESSMENT

Based on the trade bids and if necessary, the Contractor shall prepare a written report of suggested Value Engineering Strategies necessary to reconcile the costs of constructing the Task(s) within the Project Budget, as provided by the COTR. The Contractor shall meet with the COTR to discuss any Value Engineering and changes in scope required to bring the Task(s) costs within the Project Budget.

C.2.5. FEE STRUCTURE/GMP OPTION

- (a) When a concept design reaches one hundred percent (100%) or is fully approved, the Contractor shall prepare and submit to the COTR a proposal for the costs of labor and materials plus the General Contractor Fee to complete the work. The Contractor's proposal shall represent the Contractor's offer to complete each Task for which it has been awarded a Contract.
- (b) Events DC may also request the Contractor to provide a GMP proposal. The GMP proposal shall include, at a minimum:
 - i. A line item construction budget, specifically calling out any allowances included in such budget and the statement of the scope of work to be covered by such allowance;

- ii. A detailed construction schedule;
 - iii. A listing of the drawings upon which the GMP is based;
 - iv. A CBE utilization plan;
 - v. A workforce utilization plan;
 - vi. A completion guarantee proposal; and
 - vii. An allowance for public art and other auxiliary trade.
- (c) If Events DC and the Contractor are unable to agree upon a GMP or schedule for the Task(s), Events DC shall have the right to terminate the Contract and assume any trade subcontracts held by the Contractor. In such an event, the Contractor shall only be entitled to fifty percent (50%) of the Preconstruction Fee.
- (d) If Events DC does not elect to request a GMP proposal, the Contractor shall proceed with the work on a cost-plus fixed fee basis.

C.2.6. DELIVERABLES

The following deliverables are required during the Preconstruction Phase. If the Contractor fails to provide any deliverable listed below, the Contractor shall forfeit the Preconstruction Fee:

- (a) List of Long Lead Items and recommendations for purchase;
- (b) List of subcontractors from which the Contractor intends to solicit bids and bid procedures;
- (c) Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling;
- (d) Report outlining Value Engineering Strategies;
- (e) Monthly Progress Reports;
- (f) Summary table broken down by proposed specification section that outlines all warranty durations, maintenance agreements, training requirements and attic stock that will be provided at completion of the Project; and
- (g) GMP Proposal (at Events DC's discretion).

C.3. CONSTRUCTION PHASE

During the Construction Phase, the Contractor shall be required to cause the construction to be completed in a manner consistent with the approved Design Documents. The Contractor shall provide all permits, labor, materials, supervision and equipment necessary to fully construct the applicable Task(s) for the Project in accordance with each phase of approved drawings and specifications.

C.3.1. MANAGEMENT SERVICES

In order to properly manage the Task(s), the Contractor shall:

- (a) Participate and assist in Project planning meetings and provide a Project Manager and fulltime Superintendent for the entire duration of the applicable Tasks for the Project.
- (b) Provide and maintain a fully equipped office on-site to perform all required Contractor duties. Space may be provided by Events DC in its sole discretion.
- (c) Obtain and maintain necessary municipal building and trade permits to complete the desired improvements and work.
- (d) Provide consistent communication and coordination between the Contractor and the A/E firm.

- (e) Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- (f) Conduct weekly progress meetings following a Contractor-generated agenda with the COTR and all trades.
- (g) Provide general safety, signage and posting for the Project and see that each subcontractor prepares and submits adequate safety programming and monitoring throughout the Project.
- (h) Provide a written monthly report that includes at a minimum:
 - i. A current Task status with an updated schedule analysis;
 - ii. An updated cost report;
 - iii. A monthly review of cash flow; and
 - iv. Professional grade progress photos that include close-in photographs and documentation.
- (i) Review and approve shop drawings for conformance to the construction documents.
- (j) Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- (k) Prepare payment requests, verify accuracy and forward for approval and payment.
- (l) Assemble close-out documents required.
- (m) Develop punch lists and participate in Task/Project close-out.

C.3.2. SCHEDULE OF WORK

The construction work will be performed while the Center is hosting a full schedule of events, including local, national and international tradeshows, conventions, meetings, banquets and ticketed public events. In consideration of these events, the Contractor shall:

- (a) Comply with Events DC’s “Rules of the Jobsite for Contractors”, included for reference in the Attachments Tab in APEX;
- (b) Anticipate some work being performed in the evenings and/or on weekends;
- (c) Make appropriate provisions to minimize noise and dust and to centralize work, storage and staging areas. These provisions may include building a nuisance wall around some areas of work so that the work area cannot be visible to Center guests;
- (d) Ensure that all of its staff and subcontractor staff remain within assigned work areas so as not to encroach upon the Center’s clients’ right to peaceably conduct their licensed business during the construction period;
- (e) Work in conjunction with the COTR to coordinate all construction work and delivery and storage of materials;

C.3.3. TRADE WORK; SUBCONTRACTS

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Contractor. The Contractor will not be permitted to self-perform work unless authorized pursuant to the Contract.

C.3.4. SITE SAFETY AND CLEAN-UP

- (a) The Contractor will be required to provide a safe and efficient site. Controlled access shall be required.
- (b) The Contractor shall be responsible for maintaining the sidewalks adjacent to the site for the duration of the Project, to include snow removal.
- (c) The Contractor shall be responsible for locating all existing utilities and performing any modifications to utilities that may be necessary for temporary services during the Project, if necessary. If necessary, the Contractor shall arrange for and pay all expenses associated with procurement and use of temporary meters for water, gas and electric, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site.
- (d) The Contractor shall also be responsible for the cost of all temporary construction necessary on the site. Upon substantial completion of the Project, as approved by the COTR, responsibility for the accounts will be turned back over to Events DC's control.

C.3.5. CLOSE-OUT

- (a) The Contractor shall be required to prepare and submit at close-out a complete set of Operation & Maintenance manuals, warranties, record drawings, etc. All warranty durations shall begin at Final Completion and will not be given until all close-out documentation is approved and transmitted to Events DC.
- (b) Record drawings shall include a PDF and AutoCAD set of the Contractor's red line drawings in addition to a hard copy, PDF and AutoCAD as-built drawings that include and are updated to reflect any redline and/or possible Request For Information (RFI) changes made during the Project. The Contractor shall also provide Events DC with a complete set of its Project files, including, but not limited to, shop drawings and record drawings, etc. at close-out to assist Events DC in maintaining the site.
- (c) The Contractor shall be responsible for documenting the close-out and punch list process via Bluebeam Revu's Punch and Back Check system. One Bluebeam license shall be provided to Events DC for the duration of the Project. One tablet equal to Apple iPad Air 2 128GB Wi-Fi + Cellular (or latest model) shall be provided to Events DC at mobilization.

C.4. CONTRACTOR STAFF/KEY PERSONNEL AND ORGANIZATION

- (a) The Contractor shall designate Key Personnel with the necessary qualifications to perform the work required under the Contract. For the purposes of this RFP, "Key Personnel" shall include, at a minimum, the following individuals: (i) the Field Superintendent; and (ii) the Project Manager who will supervise the Project. The Contractor's Key Personnel must have at least five (5) years of documented experience providing services similar to those described in this RFP.
- (b) The Contractor's Key Personnel are expected to develop close, positive working relations with Events DC; therefore, the Contractor is required to notify the COTR of any changes to the Key Personnel. Any Key Personnel changes that in Events DC's sole determination and discretion could result in a decline in the performance of the Contractor may result in the termination of the Contract. See **Section D.3.**

- (c) The Contractor will not be permitted to reassign any of the Key Personnel unless the COTR approves the proposed reassignment and the proposed replacement.

C.5. CONFORMANCE WITH LAWS

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, State, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

C.6. TIME OF THE ESSENCE

Time is of the essence with respect to this Contract. Events DC will work with the contractor to develop an implementation schedule, but delivery of Tasks #1 and Task #2 are anticipated by Summer 2020 and Task #3 in 2021.

As such, the General Contractor must dedicate such personnel and other resources as are necessary to ensure that the applicable Task(s) is completed on-time and in a diligent, skilled, and professional manner.

[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 from date of award through September 30, 2021.
- (b) Events DC has the right to extend the term of the Contract for two (2), 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) days before the Contract expires. The preliminary notice does not commit Events DC to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the COTR prior to expiration of the Contract. The exercise of an Option is subject to the availability of funds at the time the Option is exercised.
- (c) Services 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. DELIVERABLES

For each task that the Contractor bids on, 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.

DELIVERABLE	METHOD OF DELIVERY	DUE DATE	TO WHOM
List of Long Lead Items and recommendations for purchase	Electronic Copy	TBD	COTR
List of subcontractors from which the General Contractor intends to solicit bids and bid procedures or self-perform	Electronic Copy	TBD	COTR
Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling.	Electronic Copy	TBD	COTR
Report of Suggested Value Engineering Strategies (at Events DC's Discretion)	Electronic Copy	TBD	COTR
Monthly Progress Reports	Electronic Copy	Monthly	COTR
Summary table outlining all warranty durations, maintenance agreements, training requirements & attic stock to be provided at Project Completion	Electronic Copy	TBD	COTR

GMP Proposal (at Events DC's discretion)	Electronic Copy	TBD	COTR
Punch List	Electronic Copy	TBD	COTR
Shop Drawings and As-builts	Electronic Copy	TBD	COTR
Invoices	Electronic Copy	Monthly	COTR and invoices@eventsdc.com

D.3. PERFORMANCE

(a) CONTRACT INCENTIVES

The Contractor will be required to put Ten Percent (10%) of its Construction Fee at risk. If the applicable Task is delivered both on-time and for the amount that does not exceed the budget or GMP, the Contractor will earn the full Construction Fee and may, in Events DC's sole discretion, earn an additional Incentive Fee which is equal to Ten Percent (10%) of the Construction Fee. The net effect of this provision is that the Contractor will earn either 90% of its Construction Fee if the applicable Task is late or over budget and may earn up to 110% of its Construction Fee if both of the time and budget objectives are met. In determining entitlement to the Incentive Fee, the decision shall be made by Events DC in its sole discretion irrespective of fault and regardless of which party was responsible for the objectives not being met. The Contract will provide more details on these provisions.

(b) LIQUIDATED DAMAGES

In addition to forfeiting Ten Percent (10%) of the Construction Fee, if the Contractor fails to achieve substantial and final completion by the required completion dates, Events DC will be entitled to liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) per day for each calendar day of delay.

[End of Section D]

SECTION E - SPECIFIC CONTRACT PROVISIONS

E.1. STANDARD 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 a Certified Business Enterprise (CBE) with the Small Business Enterprise (SBE) designation. 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 11, July 03, 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. 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.
- (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 claim.
- (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) **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.
- (i) **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.

- (j) **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 and the United States (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 (FOIA), D.C. 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. 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. The contract compliance report for the Contract shall include the:
 1. Number of employees needed;
 2. Number of current employees transferred;
 3. Number of new job openings created;
 4. Number of job openings listed with DOES;
 5. Total number of District residents hired for the reporting period and the cumulative total number of District residents hired; and
 6. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - a. Name;

- b. Social Security number;
 - c. Job title;
 - d. Hire date;
 - e. Place of residence; and
 - f. 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 WCSA, 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:
 - (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.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 Chief Finance Officer (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** 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. 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 WCSA 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 2 separate documents, 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. 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) 1 original and 5 copies of the hard copy response must be submitted to:

Washington Convention and Sports Authority
Office of Contracting and Procurement, *West Mezzanine*
801 Mount Vernon Place, NW
Washington, DC 20001
Attn: Kiara Short

(c) The Technical Proposal and the Cost Proposal are to be prepared as separate documents submitted in two (2) envelope. The envelope must be sealed and conspicuously marked with the following: Proposal in Response to RFP No. [19-S-003-560] – **Building Façade, Retail Kiosk and Public-Area Amenity Construction**

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 # [19-S-003-560]. **The status will show as “submitted” if the proposal was successfully submitted or “in-progress” if additional action is required.**

H.4. PROPOSAL DUE DATE

Proposals in both hard copy format and electronically via APEX are due no later than **3:00PM, Monday, April 22, 2019.**

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.

[End of Section H]

SECTION I - TECHNICAL PROPOSAL

For each task the Contractor bids on, 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 and possesses any 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 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

- (a) A description of the specialized experience and qualifications of its key personnel (see **Section C.4**) who will perform the work, including the Project Manager and Superintendent;
- (b) Any additional Key Personnel that Offeror deems necessary to complete the work outlined in **Section C**;
- (c) The names and reporting relationships of the Key Personnel, including resumes and verification of certification(s); and
- (d) The hours that each identified Key Personnel will devote to the Contract in total and broken down by trade labor category.

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** - . Section G must include names, contact information and written reference letters from at least three (3) references that can verify the Offeror's experience.

I.4. TAB 4 – COMPANY'S TECHNICAL APPROACH

The Offeror shall set forth a detailed technical plan for providing the services set forth in **SECTION C** - , including the materials, tools, equipment, personnel and supervision; its proposed work schedules; 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.

I.5. TAB 5 – DISCLOSURES

- (a) Certify in writing that Offeror knows of no conflict between its interests and those of Events DC and that Offeror 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

- (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); 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]

SECTION J - COST PROPOSAL

J.1. PRICING

For each task the Contractor bids on, Offerors will be required to submit with their proposal the following: (a) a **Preconstruction Fee**; (b) a **General Contractor Fee**; and (c) a **General Conditions Budget**. Offerors will be required to submit each of these pricing components on the Cost Proposal form included in the Attachments Tab of APEX.

- (a) The **Preconstruction Fee** shall be a fixed fee and should cover all of the Offeror's costs associated with Preconstruction Phase, including, but not limited to design reviews, trade bidding and the development of a GMP for the Task, at the discretion of Events DC. The costs of early release work should not be included in the Preconstruction Fee.
- (b) The **General Contractor Fee** shall be a fixed fee and should cover all of the Offeror's costs that are not reimbursable as a "Cost of the Work", including the Offeror's overhead and profit. Insurance and bonds will be reimbursable at cost and without mark-up and should not be included in the General Contractor Fee.
 - i. It is Events DC's intent to engage the Contractor to advance the Task from Contract award through Task completion and to put into place work in an amount equal to the Task Budget.
 - ii. The General Contractor shall not be entitled to any additional fees unless Events DC makes additions to the scope provided for in budget or the GMP Contract which causes the GMP to increase by more than ten percent (10%).
 - iii. Please note that punch list and close out activities may extend beyond the Substantial Completion Date and that such activities will not entitle the General Contractor to additional fees or general conditions.
- (c) The **General Conditions Budget** shall be the estimated cost of General Conditions for the applicable Task, to include jobsite trailers, vehicles, staging areas, site management, etc. The General Conditions will be reimbursable at the Offeror's cost, without mark of any kind, as a Cost of the Work subject to a cap equal to the General Conditions Budget bid by the Offeror. The General Conditions Budget is a line item guarantee for the Cost of General Conditions. The Contractor shall not be entitled to an increase to the General Conditions Budget unless Events DC makes additions to the scope provided for in the budget, or in the GMP Contract which will require the Contractor's services to extend beyond the Contract Term.

[End of Section J]

SECTION K - EVALUATION FACTORS

K.1 OVERVIEW

For each Task on which the Contractor bids, 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

(a) **25 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:

1. The experience and qualifications of the proposed Project Manager;
2. The experience and qualifications of the proposed Field Superintendent; and
3. The experience and qualifications of any additional Key Personnel, as identified by Offeror

(b) **30 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 providing the products/services detailed in the Scope of Work, **Section C**;
2. Quality, service, responsiveness, management expertise and client satisfaction; and
3. Compliance with the contractual obligations established by the referring organization.

(c) **25 Points: Technical Proposal Tab 4 – “Company’s Technical Approach”**

This factor will be evaluated based on a qualitative assessment of the proposal in meeting the requirements of the Statement of Work (**Section C**). Events DC will give credit to demonstrated insight and/or streamlined approaches to completing the applicable Tasks on time and within budget, and for ensuring a sound quality assurance program, especially in light of the multiple events that will be taking place at the Center during construction. Specifically, Events DC will evaluate the Offeror’s detailed plans for the following:

1. Providing all required services;
2. Providing all necessary materials, tools, equipment, personnel and supervision;
3. Ensuring quality control; and
4. Developing work schedules.

K.3 PRICE EVALUATION: 20 POINTS

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:

$$\frac{\text{Lowest price proposal (x) weight}}{\text{Price of proposal being evaluated}} = \text{evaluated price score}$$

K.4 SBE PREFERENCE CRITERIA: 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.5 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:

<u>FORM</u>	<u>ACTION REQUIRED</u>
<i>W-9 Form</i>	Sign and include in Technical Proposal - Tab 6
<i>Tax Certification Affidavit</i>	Sign and include in Technical Proposal - Tab 6
<i>First Source Employment Agreement</i>	Sign and include in Technical Proposal - Tab 6
<i>Representations And Certifications</i>	Sign and include in Technical Proposal - Tab 6
<i>ACH Form (Rev. 2011).pdf</i>	Sign and include in Technical Proposal - Tab 6
<i>Vendor Quick Reference Guide - Responding To Solicitations In APEX</i>	Informational
<i>Disclosure Statement 11-12</i>	Sign and include in Technical Proposal - Tab 6
<i>Standard Contract Provisions</i>	Informational
<i>Pricing Form and Cost Form</i>	Complete and include in Cost Proposal
<i>Rules of the Jobsite for Contractors</i>	Informational
<i>Concept Drawings</i>	Informational

[End of Section L]