

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

# E-PROCUREMENT AND HUMAN RESOURCE MANAGEMENT SYSTEM CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP)

#### **APEX BID #18-S-022-510**

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to provide <u>e-Procurement and Human Resources Management Systems</u>
Consulting Services.

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, June 29, 2018

Pre-Proposal Conference: 10:00 AM EST, Tuesday, July 10, 2018

Proposal Due Date: 3:00 PM EST, Friday, August 3, 2018

#### **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, RFK Stadium, the non-military portions of the District of Columbia Armory, Gateway DC, the R.I.S.E. Demonstration Center, the Entertainment Sport Arena (ESA), and Nationals Ballpark.
- A.3 The Washington E. Convention Center was built in 2003. Unfortunately, Events DC's technology overall has not been substantially upgraded since then. As Events DC looks to upgrade its internal functions and systems, Events DC seeks one or more contractors (the "Contractor(s)") to provide consulting services comprising the research, evaluation, procurement, and implementation of an e-Procurement System and a Human Resources Management System (HRMS) (each a "System" and collectively the "Systems"). The Contractor(s) are expected to possess the expertise essential to assessing the overall efficacy, functionality, and capability of Events DC's existing e-procurement and HRMS as described herein.
- A.4 Events DC's Office of Contracts and Procurement (OCPS) currently utilizes version 8.0 of Periscope Holdings, Inc.'s BuySpeed as its e-procurement software. Its Human Resources Division (HRD) and its Financial Management Division (FMD) currently utilize Ultimate Software Group's Ultipro software as its HRMS, inclusive of human resources, payroll, and timekeeping solutions.
- A.5 The e-Procurement system the Contractor ultimately recommends to Events DC must be comprehensive so as to improve and streamline Events DC's overall procurement and contracting processes in a manner that allows for greater flexibility, customization where applicable, increased transparency and efficiency, improved vendor relations, and better monitoring and control of expenditures.
- A.6 The HRMS to be recommended by the Contractor must include, at a minimum, an automated recruitment and onboarding process, comprehensive reporting capability, and all other major functions indicative of a state-of-the-art HRMS, such as payroll, timekeeping, benefits, and staff training.
- A.7 Events DC anticipates awarding a Firm Fixed Price (FFP) Price Contract with an hourly rate component for ongoing consulting services to one or more Contractors.

#### [End of Section A]

#### **SECTION B - GENERAL INFORMATION**

#### **B.1** GENERAL DESCRIPTION OF WORK

- (a) Events DC seeks one or more Contractor(s) to provide consulting services to satisfy the requirements set forth in Section C. This shall include, but not to be limited to:
  - (1) Determining the requirements for each System based on Events DC's requirements and the best practices and standards of the e-procurement and HRMS development industries (Task 1);
  - (2) Prepare a statement of work (SOW), deliverables, and evaluation criteria (Task 2);
  - (3) Assist in evaluating proposals and demonstrations (Task 3); and
  - (4) Provide oversight during the implementation process (Task 4).
- (b) The Contractor shall conduct all work under the direction of Events DC's designated on-site representative(s), the Contracting Officer's Technical Representative(s) ("COTR(s)"). Contact information for the COTR(s) will be provided at the time of Contract award.
- (c) Events DC contemplates award of a Firm Fixed Price Contract for the services detailed in **Section C** and hourly component for ongoing consulting services. The Base Term of the Contract will be one (1) year from date of award with one (1) one-year renewal Option. **See Section D**.
- (d) Vendors wishing to respond to this RFP ("Offerors") must register in the Events DC procurement system, APEX (<a href="www.wcsapex.com">www.wcsapex.com</a>). Reponses must be submitted both electronically and via hard copy.

#### **B.2 CONTRACTOR QUALIFICATIONS**

To be considered for award of the Contract(s), the Offeror(s) must, at a minimum, meet the following qualifications and criteria for one or both Systems:

- (a) Must have experience in providing consultancy services, including system evaluation/selection and implementation oversight. The consultancy services must have been provided in at least two instances each for a HRMS and/or an e-Procurement system within the past three (3) years for organizations with at least 400 employees and a procurement volume of \$20 million or more annually;
- (b) Must employ personnel (the "Key Personnel") possessing at least three (3) years of substantive knowledge and understanding of procurement and/or human resource management functions, operations and systems, which should include, but not be limited to:
  - (1) Procurement supplier sourcing, reverse auctioning, vendor portals, contract types, document management, source selection processes, vendor pricing, invoicing and payment, and federal/state/local government and quasi-public procurement; and

- (2) Human Resources Management core HR, employee recruiting, employee selection, employee training and development, benefits compensation packages, objectives setting and performance management, succession planning, employee onboarding, payroll, OSHA, and state/federal health and safety laws and regulations.
- (c) Must employ a Project Manager that possess at least five (5) years of experience in Information Technology (IT), performing tasks such as software development, systems analysis, requirements assessment, system evaluation, IT project management, and system implementation.
- (d) Must **NOT** hold an "exclusive" arrangement with a software developer/company as a Value-Added Reseller or Authorized Consultant that would require Events DC to utilize a single HRMS and/or procurement software or system.
- (e) If there is a single award for both systems and/or a cumulative proposed cost greater than \$250,000, there will be a mandatory set-aside for a DSLBD certified Small Business Enterprise. Please refer to "Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014" (the Act) D.C. Code § 2- 218.46 and SECTION E.2 of this RFP for more information.

#### **B.3** PRE-PROPOSAL CONFERENCE

- (a) An optional Pre-Proposal Conference is scheduled for 10:00 AM, EST on Tuesday, July 10, 2018 for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Kiara Short at <a href="mailto:kshort@eventsdc.com">kshort@eventsdc.com</a> no later than 5:00PM, EST on Monday, July 9, 2018.
- (b) Prospective Offerors shall meet at the Jarvis Boardroom of the Walter E. Washington Convention Center, 801 Mount Vernon Place, NW Washington, DC 20001. The number of individuals representing each prospective Offeror is limited to three (3).
- (c) The purpose of the Pre-Proposal Conference is to give the potential Offerors 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.

#### **B.4 QUESTIONS**

- (d) 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.
- (e) Questions must be received no later than close of business **5:00 PM EST**, **Friday July 27**, **2018.** Events DC will not consider any questions received after this date.

(f) 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]

#### **SECTION C - SCOPE OF WORK**

#### C.1 GENERAL REQUIREMENTS

- (a) The Contractor(s) shall prepare a statement of work (SOW) for an e-Procurement system and a SOW for an HRMS which Events DC will incorporate into two (2) separate Requests for Proposals (RFP) solicitations.
- (b) The Contractor(s) shall assume an active role in the implementation of the Systems, acting as technical oversight during the Systems implementation processes to ensure a successful launch.

#### C.2 TASK 1 - DETERMINE SYSTEM AND FUNCTIONAL REQUIREMENTS

- (a) The Contractor(s) shall perform a detailed assessment of the existing systems' components and functionalities. The Contractor shall identify system requirements such as configuration, training, and support.
- (b) The Contractor(s) shall conduct in-person interviews at the Walter E. Washington Convention Center with the following Events DC divisions to review existing system functionality, identify problems, and assess the organization's overall needs:
  - (1) Office of Contracts and Procurement Services
  - (2) Human Resources Division
  - (3) Technology Management Division
  - (4) Financial Management Division
- (c) The Contractor(s) shall utilize market research to develop requirements and adhere to industry best practices to include core functions and optional services that are currently not being utilized to ensure the selected software is most advantageous to Events DC.
- (d) The Contractor(s) shall prepare and submit draft requirements outlines: one Draft e-Procurement System Requirements Outline and/or one Draft HRM System Requirements Outline. These outlines shall identify and describe all suggested requirements of each System. Following review and acceptance by Events DC's COTR(s), the Contractor(s) shall address any comments and incorporate requested changes into one Final e-Procurement System Requirements Assessment document and one Final HRM System Requirements Assessment document.

### C.3 TASK 2 - DEVELOP STATEMENT OF WORK

(a) The Contractor(s) shall prepare one e-Procurement System SOW and/or one HRM System SOW for Events DC's review. If required, the Contractor(s) shall address any comments and/or edits and incorporate the changes into a final document which Events DC will incorporate into two separate Requests for Proposals (RFP).

- (b) The SOW developed by the Contractor(s) must set forth the following:
  - i. Systems requirements;
  - i. Implementation tasks;
  - ii. Key Personnel;
  - iii. Contractor's minimum qualifications, experience, credentials, and education
  - iv. Required deliverables;
  - v. Project deadlines;
  - vi. Vendor selection processes;
  - vii. Information pertaining to any kick-off meetings;
  - viii. Place and period of performance;
  - ix. Equipment;
  - x. Customization and configuration the Systems;
  - xi. Testing;
  - xii. Software integration with Mitchell Humphrey FMII Version 201—Build 37 (or later version); and
    - ii. Such other requirements as the Contractor and Events DC determine are appropriate and necessary
- (c) The Contractor(s) shall furnish to Events DC, the deliverables and evaluation criteria which will be used to assess proposals received against each of the RFPs. Evaluation criteria must consist of the factors provided by Events DC staff during the interviews conducted in accordance with Section C.2.b.

#### C.4 TASK 3 - PROPOSAL AND DEMONSTRATION ASSESSMENTS

The Contractor(s) shall provide the technical expertise required to assist Events DC in evaluating proposals received in response to the RFPs. Such assistance may include participation in meetings with Events DC staff to discuss the proposals and in in-person demonstrations of the Systems, providing Events DC with a list of questions to be asked of each Offeror invited to participate in the demonstrations, and preparing a Demonstration Assessment Summary describing product strengths and weaknesses.

#### C.5 TASK 4 - IMPLEMENTATION ASSISTANCE

- (a) The Contractor(s) shall assist Events DC with oversight and technical expertise during the implementation of the selected Systems. Such assistance may include, but not be limited to, deployment strategies, business process re-engineering, development of business rules, and Systems testing.
- (b) The Contractor(s) shall provide a bi-weekly report to the appropriate COTR describing System Implementation progress, delays, or other concerns.
- (c) The Contractor(s) shall participate in (either on-site, or remotely) routine project meetings with Events DC staff, the selected vendors, and the systems implementation team at least once per month. The COTR(s) many increase the number of meetings if the need arises.
- (d) The Contractor(s) shall monitor the project timeline and alert the COTR(s) to any possible delays.

- (e) The Contractor(s) shall review all deliverables provided by the selected vendors.
- (f) The Contractor(s) shall oversee system testing to ensure that any errors or system faults have been corrected.
- (g) The Contractor(s) shall monitor the on-site training to ensure it meets contract requirements.

[End of Section C]

e-Procurement and HRM Consulting Services

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

#### D.2 <u>DELIVERABLES</u>

The Contractor(s) shall provide, at a minimum, the deliverables set forth below. Additionally, and upon request, the Contractor may provide other reports which may be presented to the Events DC Board of Directors, or the Council of the District of Columbia.

SOW Section	DELIVERABLE	DELIVERY FORMAT/METHOD	QUANTITY	SUBMISSION DEADLINE
C.2(e)	Draft e- Procurement System Requirements Outline	MS Word Emailed to COTR	1	Within three (3) weeks from date of award of the contract
C.2(e)	Draft HRM System Requirements Outline	MS Word Emailed to COTR	1	Within five (5) weeks from date of award of the contract
C.2(e)	Final e- Procurement System Requirements Outline	MS Word Emailed to COTR	1	Within three (3) business days following receipt of Review/Approved Draft Systems Requirements Outline

C.2(e)	Final HRMS Requirements Outline	MS Word Emailed to COTR	1	Within three (3) business days following receipt of Review/Approved Draft Systems Requirements Outline
C.3(a)	e-Procurement Performance- Based SOW	MS Word/Excel Emailed to COTR	1	Within one (1) month following submission of Final System Requirements Outline
C.3(a)	HRMS Performance- Based SOW	MS Word/Excel Emailed to COTR	1	Within forty-five (45) days following submission of Final System Requirements Outline
C.4(c)	Demo Assessment Summary	MS Word/Excel Emailed to COTR	Dependent upon number of proposals received	Within one (1) week following each demonstration
C.5(b)	Bi-Weekly Status Report	MS Word/Excel Emailed to COTR	1	Every two (2) weeks following the beginning of the Systems Implementation

#### **D.3 PERFORMANCE**

- (a) Events DC desires to obtain complete and satisfactory performance in accordance with the specifications and requirements of this RFP. To this end, Events DC is contracting for the complete performance of services identified in **Section C** and reserves the right to assess deductions for nonperformance. Events DC considers 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 services 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**

#### 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 SUBCONTRACTING SET-ASIDE

This RFP has a 35 percent (35%) set-aside for a small Certified Business Enterprise ("SBE") as required under the provisions of "The Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014" (the Act). 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 SBEs 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, changes may only occur with the prior written approval of Events DC's Chief Contracting Officer and the Director of DSLBD.

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

The Contractor shall be bound by the current and applicable Wage Determination No. 2005-2103, 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, products and completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor's liability and contractual liability.
- (b) Umbrella liability insurance (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least \$5,000,000.

- (c) Automobile liability insurance in the amount of at least \$1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.
- (d) Workers' compensation insurance at statutory limits, and employer's liability coverage at limits of at least \$100,000 per occurrence for bodily injury by accident and \$100,000 per employee for bodily injury by disease, \$500,000 policy limit.
- (e) All-risk property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Contractor and its subcontractors.
- (f) Fidelity bond/crime insurance covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of 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 policy described in (e) above shall 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 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.4 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's 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 affect 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]

#### **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 <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.

#### H.2 HARD COPY SUBMISSION REQUIREMENTS

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

Washington Convention and Sports Authority
Office of Contracting and Procurement, East Mezzanine
801 Mount Vernon Place, NW
Washington, DC 20001
Attn: Kiara Short, Senior Contracts and Procurement Analyst

(c) The Technical Proposal and the Cost Proposal are to be prepared as separate documents submitted in <u>one (1) envelope</u>. The envelope must be sealed and conspicuously marked with the following: Proposal in Response to RFP No. 18-S-022-510- e-Procurement and HRM Consulting Services.

#### H.3 APEX ELECTRONIC SUBMISSION REQUIREMENTS

- (a) All Offerors must also submit proposals electronically via APEX.
- (b) The following APEX Tabs must be accessed by the Offeror and requested information provided:
  - 1. **Quote Tab:** Complete all required fields marked with an asterisk (\*);
  - 2. *Items Tab:* Enter pricing for all items listed;
  - 3. *Questions Tab:* Provide a response for all questions listed;
  - 4. *Terms and Conditions Tab:* Confirm acceptance, or acceptance with exceptions, of the Authority's Standard Contract provisions;
  - 5. *Attachments Tab:* Upload completed Technical Proposal and completed Cost Proposal into this Tab; and
  - 6. *Summary Tab:* Transmit proposal electronically by selecting the "Submit Quote" button.
- (c) Further information regarding APEX submissions can be found in the "Vendor Quick Reference Guide Responding to Solicitations in APEX" found in the Attachments Tab.

(d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid # 18-S-022-510. <u>The status will show as "submitted" if the proposal was successfully submitted or "in-progress" if additional action is required.</u>

#### H.4 PROPOSAL DUE DATE

Proposals are due no later than 3:00 PM EST, Friday August 3, 2018

#### H.5 <u>AMENDMENTS</u>

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

#### H.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

#### H.7 PROPOSAL PROTESTS

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

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

#### H.9 BEST AND FINAL OFFERS

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

[End of Section H]

#### SECTION I - TECHNICAL PROPOSAL

The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the Offeror's capability to meet the requirements of **Section C** and to demonstrate how the Offeror meets the evaluation criteria in **Section K** 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) Indicate 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;
- (f) If a certified joint venture is contemplated, provide the same information for each joint venture company; and
- (g) A statement if the Offeror is responding to one or both Systems.

### I.2 TAB 2 – TECHNICAL AND MANAGEMENT APPROACH

The Offeror shall set forth a detailed technical and management plan for providing the services set forth in Section C. The plan shall include program management, a proposed timeline for completion of Tasks 1-4, and how the Offeror intends to provide the consulting services as required by this solicitation.

#### I.3 TAB 3 – EXPERIENCE/QUALIFICATIONS & PAST PERFORMANCE

- (a) Offerors shall provide references from at least two (2) organizations having over 400 employees and/or a procurement volume of at least \$20 million annually for which the Offeror provided consulting services within the last three (3) years for each System described in this RFP. Each reference must include the name of the company/organization, title and description of the project completed, period of performance, and the name, title and telephone number of a primary contact person.
- (b) Offerors shall provide resumes providing a description of the specialized experience and qualifications of its Key Personnel, including the Project Manager, who will perform the Work. The Offeror must provide a staffing chart providing the proposed hours the Key

Personnel and all other personnel intend to work on this Contract. The staffing chart should also provide the reporting relationship of all the staff named.

(c) Offerors must submit with its proposal, at least one RFP drafted by the Offeror for an e-Procurement System and/or a HRMS. The RFP must be of comparable nature and complexity to the requirements of this solicitation.

#### **I.4** TAB 4 – DISCLOSURES

- 1. 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;
- 2. Disclose whether the Offeror is involved in litigation against Events DC or the District of Columbia;
- 3. Disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC; and
- 4. Agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

#### **I.5** TAB 5 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

- 1. A completed W-9 Form;
- 2. A completed Tax Certification Affidavit (form located under the Attachments Tab in APEX);
- 3. A completed First Source Employment Agreement (form located under the Attachments Tab in APEX);
- 4. A completed Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX); and
- 5. A completed Disclosure Statement (form located under the Attachments Tab in APEX).

#### **I.6** TAB 6 – EXCEPTIONS

The Offeror shall set forth in its proposal 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 or the Standard Contract Provisions 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.

APEX Bid No.: 18-S-022-510

# [End of Section I]

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#### **SECTION J - COST PROPOSAL**

#### J.1 PRICING

The Offeror shall submit a price proposal that reflects its most competitive rates. Each proposal shall include a Firm Fixed Price for Tasks 1-4 as provided in Section C. The price shall include all personnel needed, labor hours, materials, overhead costs, fringe benefits, general and administrative expenses, profit, etc.

The Offeror shall also provide an all-inclusive hourly rate for any ongoing consulting services required during the contract term(s).

#### J.2 PRICING FORMS

Required Pricing forms are available in the Attachment Tab APEX.

- (a) A completed *Pricing Form*;
- (b) Any additional charges and/or reimbursement expenses the Offeror would seek, including the method of determining those charges.
- (c) The *Pricing Forms* can be downloaded from the Attachments Tab of the APEX bid. Detailed instructions are provided on the form.

[End of Section J]

#### **SECTION K - EVALUATION FACTORS**

#### K.1 OVERVIEW

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

#### K.2 TECHNICAL EVALUATION: 80 POINTS MAXIMUM

(a) TAB 2 - Technical & Management Approach (Maximum 45 Points)

This factor shall assess the Offeror's proposed technical and management approach for meeting the requirements of this solicitation.

- (b) TAB 3 References, Experience/Qualifications, & Past Performance (Maximum 35 Points)
  - 1. This factor will be evaluated based on the submission of references and examples of similar or identical services the Offeror has provided to previous or current clients. Only references from consultations within the past three (3) years for similar organizations, as described in Section B, will be considered.
  - 2. This factor is also based on the submission of resumes and relevant qualifications and experience of the Offeror's Key Personnel, Project Manager, and others assigned to the Contract. Specifically, the following components of an Offeror's experience, qualifications, and past performance will be assessed:
    - (A) Level of demonstrated experience/qualifications set forth in Section B.2, Contractor Qualifications; and
    - (B) Ability to meet or exceed the requirements outlined in Section C.

#### 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 <u>DEPARTMENT OF SMALL AND LOCAL BUSINESS</u> DEVELOPMENT CERTIFIED BUSINESS ENTERPRISE 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, or ROB, to include a copy of all relevant letters of certification from the DSLBD; or
- (b) Evidence of the Offeror's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of the provisional certification from the DSLBD.

#### K.5 DSLBD PREFERENCE POINTS: 12 POINTS MAXIMUM

Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with D.C. Official 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 as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

[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>	ACTION REQUIRED
W-9 Form	Sign and include in Technical Proposal - Tab 5
Tax Certification Affidavit	Sign and include in Technical Proposal - Tab 5
Representations And Certifications	Sign and include in Technical Proposal - Tab 5
ACH Form (Rev. 2011).pdf	Sign and include in Technical Proposal - Tab 5
Vendor Quick Reference Guide - Responding To	
Solicitations In APEX	Informational
Disclosure Statement 11-12	Sign and include in Technical Proposal - Tab 5
Standard Contract Provisions	Informational
Wage Determinations	Informational
[If Applicable] First Source Employment Agreement	Complete and include in Technical Proposal

[End of Section L]

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