

#### REQUEST FOR PROPOSAL

Original Date Issued: April 26, 2022

Question Deadline: May 2, 2022, 12:00pm EST

Closing Date: May 9, 2022, 5:00pm EST

## INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

777 N Capitol St. NE, Ste. 500 Washington, DC 20002-4201 202.962.3680 | 202.962.3500 (f)

Subject: Request for Proposal Brownfields 2022/Audio Visual Management,

**Equipment and Production Services** 

The International City/County Management Association (ICMA) is seeking proposals from eligible Respondents for Audio Visual Management, Equipment and Production Services for the 2022 National Brownfields Training Conference. ICMA anticipates awarding one (1) single award a result of this Solicitation. ICMA reserves the right to award more or fewer awards than anticipated above.

Technical questions concerning this solicitation should be directed to the Brownfields Conference Event Administrator Nancy Bennett at <a href="mailto:schelhornbennett@aol.com">schelhornbennett@aol.com</a> with copies to Emily Sparks at <a href="mailto:esparks@icma.org">esparks@icma.org</a> and <a href="mailto:workwithus@icma.org">workwithus@icma.org</a>. All contractual questions relating to this solicitation must be submitted to Representative, Grants and Contracts Administration at <a href="mailto:workwithus@icma.org">workwithus@icma.org</a> with a copy to Emily Sparks at <a href="mailto:esparks@icma.org">esparks@icma.org</a>.

All communications must include the solicitation title, Brownfields 2022/Audio Visual Management, Equipment and Production Services, in the subject line.

No communication intended to influence this procurement is permitted except by contacting the designated contacts above. Contacting anyone other than the designated contacts (either directly by the Respondent or indirectly through a lobbyist or other person acting on the respondent's behalf) in an attempt to influence this procurement: (1) may result in a Respondent being deemed a non-responsive Respondent, and (2) may result in the Respondent not being awarded a contract.

This solicitation in no way obligates ICMA to award a contract nor does it commit ICMA to pay any cost incurred in the preparation and submission of a proposal.

ICMA bears no responsibility for data errors resulting from transmission or conversion processes.

ICMA appreciates your responsiveness and looks forward to a mutually beneficial business relationship.

Sincerely,

Emily Sparks Brownfields Conference Director

#### **PURPOSE**

ICMA seeks a qualified provider (firm or individual) to provide all Audio Visual Management, Equipment and Production Services requested within this Request for Proposal if awarded.

#### ABOUT THE NATIONAL BROWNFIELDS TRAINING CONFERENCE

International City/County Management Association and the U.S. Environmental Protection Agency have been working together to bring you the National Brownfields Training Conference for the past twenty-one years. Offered every two years, the conference is the largest gathering of stakeholders focused on cleaning up and reusing formerly utilized commercial and industrial properties. It is a premier venue for stakeholders and ICMA members to learn, network and grow.

ICMA is the lead non-federal co-sponsor of the conference tasked with managing the logistics, educational content and marketing of the conference.

ICMA's Dun and Bradstreet number is 072631831.

**Dates/location**: August 16-19, 2022 at the Oklahoma City Convention Center (OKCCC), 100 Mick Cornett Dr, Oklahoma City, OK 73109 and the Omni Oklahoma City Hotel (Omni), 100 W. Oklahoma City Blvd, Oklahoma City, OK 73109.

#### **Past History:**

2019	December 11 – 13	Los Angeles Convention Center
2017	December 5 – 7	David L. Lawrence Convention Center
2015	September 2 – 4	Chicago Hilton & Palmer House Hilton
2013	May 15 – 17	Georgia World Congress Center
2011	April 3 – 5	Pennsylvania Convention Center
2009	November 16 – 18	Morial New Orleans Convention Center

#### **SCOPE OF WORK**

An overview of the National Brownfields Training Conference includes the following:

- 2,000-2,500 Approximate # of attendees, exhibitors and guests
- Stakeholders attend for professional development and networking
- Monday, August 15: Set-Up
- Tuesday, August 16: Pre-conference Workshops, Affiliate Events, Opening Plenary and Opening of Exhibit Hall
- Wednesday, August 17-Thursday, August 18: full day of Educational Programming, Exhibit Hall, Affiliate Events, Plenary Sessions
- Friday, August 19: 1/2 Day of Educational Programming, Affiliate Events

General structure of events where Audio Visual Management, Equipment and Production Services are needed is shown below:

#### **Educational Sessions**

The (11) simultaneous Educational Sessions consist tentatively of (4) Panel Discussions, (1) Economic Redevelopment Forum (ERF), (3) Roundtable Conversations, (3) Topic Talks (formerly Learning Lounges), and (4) educational sessions utilizing the Plenary Session stage with standard AV (listed



under Plenary Session). All Educational Sessions will be held at the OKCCC on Levels 2 - 4 and the Omni on Level 2. The Sessions are currently scheduled over (10) 60-minute and 30-minute programming blocks on Wednesday, August 17 through Friday, August 19, 2022.

On Tuesday, August 16, 2022, we will be utilizing several of the Educational Session Meeting Rooms at OKCCC from 8:30 AM through 2:15 PM for up to (5) Pre-Conference Workshops. Those rooms include but are not limited to: 204, 208 A/B, 209 A/B, 301 A/B and 301 C/D.

Load-In/Set-Up: Monday, August 15, 2022 at 8:00 AM. Set-By: Monday, August 15, 2022 at 4:30 PM. Strike: Friday, August 19, 2022 from 11:30 AM - 11:59 PM. Each programming format will be pre-set for the duration of the conference.

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

TOTAL	(4) PANEL DISCUSSIONS
NEEDS	(1) ECONOMIC REDEVELOPMENT FORUM (ERF)
5	3000 Lumen Projector
5	Screens of Appropriate Size
5	Laser Pointers
5	Wired Microphones at Standing Lectern
10	Wired Microphones at Head Table
5	Wired Microphone on Stand in the Audience
5	Sound Systems Appropriate to Room Size
5	Laptop Computers w/ DVD ROM, CD Combo, USB ports, presentation
	mouse, cord/cables and speakers to sound
	(3) ROUNDTABLE CONVERSATIONS
3	Wireless Microphone at Standing Lectern
3	Wireless Microphone on Stand in the Audience
3	Flipcharts with Adhesive Paper and Multi-Colored Markers
3	Sound Systems Appropriate to Room Size
	(3) TOPIC TALKS
3	3000 Lumen Projectors
3	Screens of Appropriate Size
3	Laser Pointers
3	Wireless Microphones at Standing Lectern
3	Laptop Computers w/ DVD ROM, CD Combo, USB ports, presentation
	mouse, cord/cables and speakers to sound
3	Sound Systems Appropriate to Room Size
	(1) FILM SERIES
Up to 10	Format films to display on permanent built in OKCCC screen

#### **Show Management Events & Affiliate Meetings**

Show Management Events & Affiliate Meetings are scheduled from Monday evening, August 15, 2022 through Friday, August 19, 2022 at the OKCCC and Omni. Any Audio Visual Management, Equipment and Production Services requests and costs from Show Management will be placed on the AV Master Account. The Affiliates will be at their own expense and made directly with the



Audiovisual Contractor, including labor. We are expecting approximately (20) Affiliate Meetings & Show Management Events during this timeframe. Contracted OKCCC and Omni meeting space can be seen on the attached Meeting Space Grid.

On Tuesday, August 16, 2022, Show Management will be utilizing space at the Omni from 2:30 – 4:15 PM for (10) Regional Open Houses. Those rooms include but are not limited to: Oklahoma Station Ballroom 1, Oklahoma Station Ballroom 2, Oklahoma Station Ballroom 3, Oklahoma Station Ballroom 4, Myriad, Bricktown, Route 66, Pinon, Scissortail Terrace, and Mistletoe. Set-Up: Monday, August 15, 2022 at 8:00 AM. Set-By: Tuesday, August 16, 2022 at 12noon. Strike: Tuesday, August 16, 2022 4:30 PM other than Oklahoma Station Ballroom 1 which will strike at 12:30 PM on Wednesday, August 17, 2022. Any additional equipment requested, other than what is noted below will be at the expense of each Region.

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

TOTAL NEEDS	(10) REGIONAL OPEN HOUSES
10	3000/4000 Lumen Projectors
10	Screens of Appropriate Size
10	Wired Microphones at Standing Lectern
10	Wireless Microphone on Stand in Audience
10	Laptop Computers w/ DVD ROM, CD Combo, USB ports, presentation mouse, cord/cables and speakers to sound
10	Sound Systems Appropriate to Room Size
	(9) MOBILE WORKSHOPS
4	Portable Microphone/Sound Systems for Tour Communication

#### Plenary Sessions, Green Room, Lunch & Learn and Power Breakfast

The Opening Plenary Session, both Keynote Sessions, and (4) educational sessions, including the Phoenix Awards will be held on Level 4 of the OKCCC in the Painted Sky Ballroom, 29,874 sq. ft.

Depending on COVID-19 protocals at the time of the conference, the audience will be set for 1,800 attendees in theatre with (5) rounds in the front row for speakers and VIP's. The room will be set with a center aisle and 2 cross aisles. The OKCCC will build a stage utilizing risers. All staging drape will be provided by the Decorator. The biodegradable stage set, including lectern, will be provided by the Audio Visual Management, Equipment and Production Services Provider.

Load-In/Set-Up: Monday, August 15, 2022/Tuesday, August 16, 2022 at 8:00 AM. Set-By: Tuesday, August 16, 2022 at 2:30 PM. Strike: Thursday, August 18, 2022 4:30 – 11:59 PM.

A Green Room, with direct access to the stage as well as direct access to the permanent green room, will be created behind the stage.

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

PLENARY SESSIONS (Painted Sky Ballroom)
Live Voice of God provided
Diagram of Plenary Session seating, stage and green room



	Biodegradable stage set, including lectern
1	D'San "Perfect Cue" Dual Wireless Speaker Cue System
1	D'San Speaker Timer (With Podium Stoplight)
1	D'San Digital Speaker Timer (With Single 4" LED Display)
2	Scaffold Towers
	Lot expendables include TapeSstock
	Black Tech Table Drape
4	Rolls of Polytec to cover carpeting on stage area
6	1 ton chain motors
2	Motor Controllers
-	Folson Graphics Switching System
1	Screen Pro Plus (1604) Multi-Screen Switcher
1	Screen Pro Plus Multi Screen Controller
2	20" LCD Flat Screen Displays
4	Exgron 1x6 RGBHV Distribution Controller
	Power Point Graphics System
1	Pentium IV Desktop
2	20" LCD Flat Screen Displays
2	HP Deskjet Ink Jet Printers
2	A/B Switch – 5 Port Hub
1	Playback Pro/Mac Laptop
	Camera Package
2	Sony D-50 Video Cameras
2	Sony TX7 Camera Control Unit
	Video Projection Equipment
4	18k Lumen Projectors
4	Panasonic ER-D76Le1 1.5-2.0:1 Zoom Lens (D7700)
1	JRW DownStage Plasma Monitor Stand
2	Altinex RGBS Hum Suppressor
2	Sharp 39" LCD Monitors
	9x16 Fast Fold Screens
2	,
3	11x29 Truss Frame Screens
	Misc Video Equipment
1	Leitch Still Store Main Frame/Control Panel
1	Folsom Image Pro Scan Converter w/SDI
	Audio Equipment
3	Shure Mc-412 Cardioid Podium Microphones
12	Wireless lavalier microphones
3	Wireless handheld microphones with on-off switches
	Audio Processing Systems to include: power conditioner, Whirlwind
2	Audio DA, Sabine Audio Equalizer/MC, Shure Wireless Mic UHF
1	SB250 Crest Subwoofer Amp Rack with /X-over
	JBL 4887 Vertec Line Array Amp Rack with 2-QSC 6.0 Amplifier and 1-
1	QSC 9.0 Amplifier
1	Lot of Cable/Rigging
1	Marantz CDR-420 Portable Burner
1	Clearcom 2 Channel Intercom Base Station
1	Cicarcom 2 Chamile Intercom Dase Station



12	Beyer DT-108 Single Muff Headsets
12	Clearcom Single Channel Beltpacks
1	Telex VRT700 Single Ch Wireless Interco
	Lighting Equipment
	6x MAC 2000 Performance
10	26 Degree Leko
20	36 Degree Leko
10	Wide Body Leko
10	Mac 2K Profile II
2	MAK 2K Performance
1	48 Channel Dimmer
1	Grande MA Ultra Lite Controller with UPS
	Power and Rigging Equipment
1	100 Amp 3/0 Audio PD with Feeder & Tails
1	100 Amp 3/0 Video PD with Feeder & Tails
1	200 Amp 3/0 Lighting PD with Feeder & Tails
2	Distro Rack with Feeder & Tails
4	Genie ST25 Supertower Lift
1	Scissor Lift 28' (3 days)
16	Tomcat 12"x12"x10' Upstate Truss

#### **Exhibit Hall**

The Exhibit Hall will be held on Level 1 of the OKCCC in Halls B/C/D, 153,663 sq. ft. We will not be utilizing all this space, and have plenty of space to be creative.

The hall will be set with (125) 10'w x 10'd booths, a (40) board poster session, an area for food & beverage purchases with round tables for seating and a Brownfields Block USA Structure.

Load-In/Set-Up: Monday, August 15, 2022 and Tuesday, August 16, 2022 at 8:00 AM. Set-By and Show-Ready: Tuesday, August 16, 2022 at 3:30 PM. Strike: Thursday, August 18, 2022 after 2:00 PM.

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

	(1) BROWNFIELDS BLOCK USA
4	50" Diagonal LCD Screens
	OFFICIAL AUDIO VISUAL PROVIDER TO EXHIBIT HALL
	Will supply AV product and service to the exhibitors
	Will provide necessary electronic order forms for the Service Kit at no
	charge

## **Exhibitor & Affiliate Post Show Reporting**

The Audiovisual Management, Equipment and Production Services Contactor agrees to provide ICMA detailed post show exhibitor and affiliate recaps to include (but not be limited to), the following information at no charge:



Labor (Tota	ıl Hours)
-------------	-----------

- \_Equipment (Total Volume)
- Specialty Rental Items (Total Volume)

### **Greening Initiatives**

A priority has been placed on increasing the environmental performance of the Brownfields Conferences. The continued task for the 2022 Conference involves developing and implanting a waste reducing and recycling strategy for reducing and recovering the large volumes of waste materials generated during move-in, meeting dates and move-out of the Conference.

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

13	Electronic Sign Boards and formatting of information on boards outside Educational Meeting Rooms (4 Panels, 1 ERF, 3 Roundtables, and 3 Topic Talks
1	Electronic Sign Board with sponsor notifications in Registration Area
	Biodegradable stage set for the Plenary Session.

#### **Offices**

Four of the (8) Offices, located at the OKCCC and Omni will be in need of various Audio Visual Management, Equipment and Production Services. Load-In/Set-Up: Monday, August 15, 2022 at 8:00 AM; Set-By: Monday, August 15, 2022 at 2:00 PM; Strike: Friday, August 19, 2022 by 11:59 PM

The Audio Visual Management, Equipment and Production Services Contractor is to provide:

	ICMA Show Office and Storage (205 A/B)
20	Radios with ear pieces with appropriate number of chargers
1	Color Copier with ability to staple and filled with 8 ½ "x11" white paper
	Color Printer linked to personal laptops via WiFi. Printer filled with 8 ½"x11" white paper

Office of Brownfields & Land Revitalization/Regional Administrators Office (206 A)	
2	Desktop computers and monitors w/ DVD ROM CD Combo, USB ports, keyboard mouse, cord/cables
1	Black/White laser printer linked to both computers. Printer filled with 8 ½"x11" white paper

	Office of Land & Emergency Management (206 B)
1	Desktop computer and monitor w/DVD ROM CD Combo, USB port,
	keyboard mouse, cord/cables
1	Black/White laser printer. Printer filled with 8 1/2"x11" white paper

VIP Office (207 A)	



1	Desktop computer and monitor w/ DVD ROM CD Combo, USB port, keyboard mouse, cord/cables
1	Black/White laser printer. Printer filled with 8 1/2"x11" white paper

### **Speaker Ready Desk**

A plan must be created and presented to offer a Speaker Ready Desk on-site to insure Federal Government speakers presentations are not encrypted and are ready for presentation.

#### **On-Site Staff Support**

A minimum of (6) staff persons to be on-site for all setup, meeting days and dismantle, Monday, August 15, 2022 through Friday, August 19, 2022. Several of these staff will be assigned to Meeting room Clusters during the educational programming to insure Audio Visual and Speaker integrity.

#### **Statement of Work**

The contractor shall perform the following Audio Visual Management, Equipment and Production Services for the 2022 National Brownfields Training Conference at the Oklahoma City Convention Center (OKCCC), 100 Mick Cornett Drive, Oklahoma City, OK 73109 and Omni Oklahoma City Hotel, 100 W. Oklahoma City Blvd., Oklahoma City, OK 73109, August 15 – 19, 2022.

Task	Description
1	Participate in at least (1) site visit to Oklahoma City, OK
2	May 2022 work with Technical Manager on identifying standard meeting room sets
3	May 2022 work with Senior Program Manager on the Plenary Session Stage Design
4	June 2022, join Team Conference Greening Team.
5	May 2022, present ideas to ICMA on biodegradable/recyclable materials to be used
6	May 2022, provide Exhibit Management Provider an electronic version of AV order form for exhibitors
7	May 2022, present General Session Floorplan and room diagrams to OKCCC and Omni for approval, keeping in mind social distancing protocals
8	May 2022, AV Certificate of Insurance is due to OKCCC
9	June 2022, begin communicating with Affiliate Meeting Requestees regarding additional AV needs including the Brownfields Block USA
10	In early June 2022, provide Technical Manager with needs for AV office: ie: tables, chairs, set
11	June 2022, Senior Program Manager will advise if there will be taping of the Plenary Session(s)
12	June 2022, with Technical Manager participate in conference call for streamlining audio visual equipment, services and personnel between the exhibit hall and educational programming and show management events. Determine meeting clusters
13	Late June, prepare to accept Function Book from Technical Manager
14	July 2022, participate in on-site turn over meeting with Technical Manager



Task	Description
15	July 2022 assist Technical Manager with development of Production Schedule
16	July 2022, provide names of AV on site team to Housing Manager
17	July 2022 work with Senior Program Manager on development of a Plenary Session Rehearsal Schedule
18	Late July 2022, receive scripts from Technical Manager and any special needs of speakers
19	Late July 2022, coordinate with OKCCC and Omni on dock assignments and restrictions for load-in, August 15-16, 2022
20	Late July 2022, prepare to receive Technical Managers on-site Production Schedule
21	August 15-16, 2022, deliver all conference audio visual and office equipment as noted on the Function Sheets, diagrams and freight grids.
22	August 15, 2022, begin set-up of equipment in Offices as per Registration Function Sheets and diagrams.
23	August 15, 2022, begin set up of plenary session, educational meeting rooms, affiliate meeting rooms, Brownfields Block USA, Show Management events as per Function Sheets and diagrams and all exhibitor orders in the Exhibit Hall
24	August 15, 2022, participate in Pre-Conference Meeting with OKCCC and Omni
25	August 15, 2022, all electronic signage outside meeting rooms being used on Monday, August 15, 2022 and Tuesday, August 16, 2022 set by 4:30 PM
26	August 15, 2022, all Special Event, Brownfields University and Affiliate Meeting Rooms with Monday, August 15, 2022 and Tuesday, August 16, 2022 functions to be set by 4:30 PM
27	August 15, 2022, participate in ICMA On-Site Staff meeting regarding Audio Visual equipment in the various meeting room types and use of radio communication
28	August 16, 2022, insure all AV equipment is show ready for August 16, 2022 programming and AV technicians are manning their meeting room cluster, if necessary, and the Speaker Ready Desk
29	August 16, 2022, participate in daily key team meeting with Technical Manager, Senior Program Manager and OKCCC & Omni CSM
30	August 16, 2022, by 2:30 PM Plenary Session set and ready for Tuesday, August 16, 2022, 3:30 PM Rehearsal and 4:30 PM start of Opening Plenary. All names rehearsed
31	August 16, 2022, all educational meeting rooms, affiliate meeting rooms and Show Management Rooms not utilized on Tuesday, August 16, 2022 to be set and ready by 4:30 PM
32	August 16, 2022, all electronic signage outside meeting rooms not being used on Tuesday, August 16, 2022 set by 4:30 PM
33	August 16, 2022, conduct rehearsal and produce Opening Plenary Session. Save audio and visual and hard scripts of the session



Task	Description
34	August 17, 2022, insure all AV equipment is show ready for August 17, 2022 programming and AV technicians are manning their meeting room cluster and Speaker Ready Desk
35	August 17, 2022, coordinate with OKCCC and Omni on dock assignments and restrictions for load-out on August 19, 2022
36	August 17, 2022, Mayor's Round Table Plenary Session set and ready for Wednesday, August 17, 2022 9:00 AM start of Plenary. All names rehearsed
37	August 17, 2022, conduct rehearsal and produce Mayor's Round Table Plenary Session. Save audio and visual and hard scripts of the session.
38	August 17, 2022, participate in daily key team meeting with Technical Manager, Senior Program Manager, OKCCC and Omni CSM
39	August 18, 2022, insure all AV equipment is show ready for August 18, 2022 programming and AV technicians are manning their meeting room cluster and Speaker Ready Desk
40	August 18, 2022 Plenary Session set and ready for Thursday, August 18, 2022 9:00 AM start of Closing Keynote Session. All names rehearsed
41	August 18, 2022, conduct rehearsal and produce Closing Keynote Session. Save audio and visual and hard scripts of the session.
42	August 18, 2022, participate in daily key team meeting with Technical Manager, Senior Program Manager, OKCCC and Omni CSM
43	August 18, 2022, after 2:00 PM and before 11:59 PM begin move-out of all AV equipment in exhibit hall. All tape removed and space left clean and clear.
44	August 18, 2022, 4:30 - 11: 59 PM begin move-out of all equipment in Plenary Session. All tape removed and space left clean and clear.
45	August 19, 2022, insure all AV equipment is show ready for August 19, 2022 programming and AV technicians are manning their meeting room cluster and Speaker Ready Desk
46	August 19, 2022, present Senior Program Manager with electronic copy of all Plenary Session audio and visual tapings
47	August 19, 2022, prepare and review final invoice with Technical Program Manager and Senior Program Manager
48	August 19, 2022, after 11:30 AM and before 11:59 PM begin move-out of all equipment and electronic signboards in offices, registration, affiliate meeting space and meeting space at the OKCCC and Omni. All tape removed and space left clean and clear.
49	Provide Technical Manager, a post show exhibitor and affiliate recaps to include: Total Labor Hours, Total Volume for Equipment and Total Volume for Specialty Rental Items.



<b>SUBMISSION</b>	REQUIREMENTS:
Section 1: Company Profile	Please limit to no more than two pages. CV's or résumés will not count toward the page limit.  1. Provide a description of your business 2. CV's or résumés of key personnel-in a leading paragraph, please indicate how much time each person(s) will devote to this project and what other projects this person (s) undertake at the same time.
Section 2: Approach	<ol> <li>Do you have remote offices in Oklahoma, Arkansas, Louisiana, New Mexico or Texas?         <ul> <li>a. If yes, which cities?</li> </ul> </li> <li>Will you require the use of asub-contractor?</li></ol>
	organizer on site visits?  10. Please list any specialty items, etc., and the potential cost savings to



	TOMA		
	ICMA.		
	11. Various ancillary groups (separate from ICMA) are permitted to hold meetings and social functions during this conference. Are you prepared to provide service to these groups and provide separate billing?		
	12. Would ICMA receive any discounts/rebates if these other groups utilizeyour services?		
	13. What size store room is required onsite?		
	Costs & Services:		
	14. Describe the company's payment policy, including any deposits required and how any discrepancies are handled:		
	Labor:		
	15. Indicate the types and levels of insurance the company carries:		
	16. Errors & Omissions Insurance:		
	Workers Compensation Insurance:		
	Commercial Liability Insurance:		
	Commercial Automobile Liability Insurance:		
	Other:		
	Additional Services and Products:  17. Share any additional services or products not officially requested in this proposal that could be of use or interest to ICMA.		
Section 3. Pricing	1. On the attached worksheet, provide an itemized listing of your proposed pricing. State where there may be extra fees for either customizations or extra services.		

## **CONTRACT TERM AND DELIVERY DATES**

ICMA expects to award a 5 month term. Final delivery dates will be negotiated upon award.

### **EVALUATION AND AWARD PROCESS**

Offers will be evaluated based upon:

- 1. ability to match the qualifications set forth in this solicitation
  - a. section 1 (10%)



- b. section 2 (45%)
- c. section 3 (45%)

ICMA reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission.

#### INSTRUCTIONS TO THE RESPONDENTS

Respondents interested in providing the services described above should submit a proposal following the prescribed format in the Submission Requirements section of this RFP. Adherence to the proposal format by all respondents will ensure a fair evaluation with regard to the needs of ICMA. Respondents who do not follow the prescribed format may be deemed non-responsive. A letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent as required by this solicitation.

- 1. Transmission letter
- 2. Package no more than 15 pages excluding CV's or resumes and required forms
- 3. Completed and signed required forms

Packages must be submitted electronically to Representative, Grants and Contracts Administration at <a href="workwithus@icma.org">workwithus@icma.org</a> with copies to <a href="schelhornbennett@aol.com">schelhornbennett@aol.com</a> and <a href="mailto:esparks@icma.org">esparks@icma.org</a> with subject line "Brownfields 2022/ Audio Visual Management, Equipment and Production Services" in the subject line. No phone calls please.

Applications received after the closing date stated on the top of page 1 will be rejected.

#### <u>APPENDICES (REQUIRED FORMS)</u>

W-9

New Vendor Form

#### **GENERAL CONDITIONS**

Proposal Submission - Late proposals and proposals lacking the appropriate completed forms will be returned. Faxed proposals will not be accepted. Proposals will not be accepted at any other ICMA location other than the email address above. If changes are made to this solicitation, notifications will be sent to the primary contact provided to ICMA from each Respondent.

Proprietary Information - Careful consideration should be given before confidential information is submitted to ICMA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Information submitted to ICMA that the Respondent wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. However, ICMA cannot guarantee the confidentiality of any information submitted.

Contract Award - ICMA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each



offer should be submitted using the most favorable cost and technical terms. ICMA may request additional data or material to support applications. ICMA expects to notify Respondents quickly as to whether your proposal has been selected to receive an award.

Limitation - This solicitation does not commit ICMA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. ICMA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in ICMA's best interest.

Disclosure Requirement - The Respondent shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each.

When a Respondent is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of ICMA after the award of a contract, ICMA may exercise its stop-work right pending further investigation, or terminate the agreement.

No Gifts - It is ICMA's Policy that no gifts of any kind and of any value be exchanged between respondents and ICMA personnel. Discovery of the same will be grounds for disqualification of the vendor from participation in any of ICMA's procurements and may result in disciplinary actions against ICMA personnel involved in such discovered transactions.

Equal Opportunity - In connection with the procurement of the specified services, the firm warrants that it shall not discriminate because of race, color, religion, sex, national origin, political affiliation, non-disabling physical and mental disability, political status, matriculation, sexual orientation, gender identity or expression, genetic information, status as a veteran, physical handicap, age, marital status or any other characteristic protected by law.

Small and Disadvantaged Businesses – ICMA shall use good faith efforts to provide contracting and procurement opportunities for SDB's. SDB categories include minority business enterprises (MBE), woman-owned business enterprises (WBE), small veteran and disabled veteran owned businesses, Historically Black Colleges and Universities (HBCUs), predominantly Hispanic Universities (HACUs), small businesses in Historically Under-utilized Zones (HUB Zones) and private voluntary organizations (PVOs) principally operated and managed by economically disadvantaged individuals.



# **EXAMPLE TERMS & CONDITIONS**

## **PURCHASE ORDER TERMS**

#### **Purchase Order Number**

The Purchase Order Number on page one must appear on all packages, delivery documents, invoices and correspondence.

## **Payment Terms**

Payment shall be linked to the timely delivery and approval of the described services or supplies. In case the services or supplies are not delivered on the Deliver By Date, ICMA is under no obligation to accept the services or supplies.

Vendor will provide payment information including bank account and wire instructions as requested by ICMA.

Invoice shall be paid by ICMA within thirty (30) days of invoice submission subject to acceptance of services or supplies.

Electronic submission (email) of invoices shall be sent to	at	
with a copy to	at	

## **Acceptance of Terms**

Acceptance of this Order by Vendor may be made by signing the acknowledgment copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Vendor are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Vendor in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Vendor. Vendor shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

## **General Relationship**

Nothing contained in this contract shall be construed to (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between ICMA and the Vendor; and Vendor agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect of the performance of this Order.



Sell shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

## **Subcontracts and Assignments**

Vendor agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Further, this Order shall not be assigned or delegated by Vendor without the prior written consent of Buyer.

## **Termination for Convenience**

Either party may terminate this Order, in whole or in part, at any time for any reason whatsoever upon 10 days' written notice to the other party. Upon termination, the Buyer shall pay the Vendor only for work performed and documented expenses incurred by the Vendor prior to the date of termination. Under no circumstance shall Buyer be liable for any other damages whatsoever, including loss of anticipated profit on account of such termination. Notwithstanding any partial termination of services, Vendor shall continue to perform and complete any remaining services required.

## **Termination for Default**

Buyer may, by written notice of default to Vendor, terminate the whole or any part of this Order in any one of the following circumstances:

Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

Vendor fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of the Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(i) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

Vendor becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

Vendor fails to provide Buyer, in writing, within a reasonable time after demand by Buyer, adequate assurances of performance by Vendor.

## **Changes and Modifications**

The Buyer may at any time, by written order, make changes within the general scope of this order in any one or more of the following: (a) description of services to be performed; (b) period of performance; and (c) place of performance. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, the ICMA Contracting Officer shall make an equitable adjustment in the order price, the delivery schedule, or both, and shall modify the order.



The Vendor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

## **Confidentiality**

The Vendor shall maintain the confidentiality of any information regarding applicants, project participants, and persons responding to any questionnaire or survey, and member of their families that may be obtained through questionnaires, application forms, interviews, tests, reports from public agencies, or other sources. Such information shall be divulged only as authorized inwriting by the technical monitor identified in this Order or an Officer of ICMA.

## **Inspection**

All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair replacement or reperformance thereof at Buyer's option and Vendor's sole expense. If Vendor is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Vendor's account all costs, expenses and damages associated therewith.

## **Data Rights**

The Vendor shall furnish to ICMA copies of all written products (papers, manuscripts, and notes), data, or any other information or materials (e.g., photographs, graphic presentations, manuals or log, work or processing instructions) compiled, produced, or resulting directly from performance of the work. The Vendor hereby transfers all rights, title and interest worldwide to any such written product, data, or any other information or materials to ICMA.

A manuscript prepared under this Agreement shall be a work made for hire within the meaning of the Copyright Act of 1976. ICMA shall hold all rights to the manuscript without limitation and may register the copyright in its name. Upon request, ICMA may decide to transfer publication rights to the Vendor, but such transfer must be authorized in writing and signed by a center director or officer of ICMA. The Vendor shall credit ICMA as instructed if such publishing is authorized.

In the event that any work under this Agreement is pursuant to a contract or grant from a government agency or other sponsor to ICMA, any relevant provisions from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to the obligations imposed by such provisions; and (b) to the extent necessary to enable

ICMA to perform its obligations under the grant/contract and to enable the contracting/granting agency to enforce its rights there under.



## **Indemnification**

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Buyer or the Vendor.

## **Governing Laws**

This Order shall be governed by and construed in accordance with the laws of the District of Columbia, U.S.A., without regard to its conflict or choice of law provisions.

## **Dispute Resolution**

In case of a dispute regarding the interpretation of any part of this Order, the parties shall use their best efforts to arrive at a mutually acceptable resolution.

The Vendor shall proceed diligently with its performance of the work under this Order pending the final resolution of any dispute arising or relating to this Order. The Buyer shall continue to pay the Vendor for its performance under the Order except for those items related to the dispute.

## **Order of Precedence**

In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1. Purchase Order and any purchase descriptions contained therein.
- 2. Purchase Order Standard Terms and Conditions and Exhibits thereto.
- 3. Specifications and/ordrawings.
- 4. Other provisions when attached

## **Compliance with Policies**

Vendor has access to, read and agrees to abide by <u>ICMA's Code of Conduct</u>. Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

## **Compliance with US Executive Orders**

U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. By signing this purchase order, you agree that you are in compliance with the US Executive Order prohibiting terrorism financing.



## Force Majeure (Impossibility)

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, pandemic/epidemic illness or outbreak or curtailment of transportation facilities which prevents of at least 25% of the attendees from arriving for the first scheduled day of the event – to the extent that such circumstance makes it illegal or impossible for the OKCCC to provide, or for groups in general to use, the OKCCC facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis

## **Entire Agreement**

This Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

## <u>Prohibition on Contracting with Covered Entities and Telecommunication</u> <u>Services</u>

The Vendor shall comply with the following FAR provisions:

- Compliance with FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
- Compliance with FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
- Compliance with FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

## **Executive Order 14042 Compliance**

ICMA is a federal government contractor and is subject to FAR 52.223-99 and/or other agency contract clauses implementing Executive Order 14042. Accordingly, ICMA is incorporating the requirements of FAR 52.223-99 and such other applicable clauses relating to Executive Order 14042 into this Agreement in accordance with the requirements of the clause(s).

