



Democratic National Convention
AUGUST 19-22 * CHICAGO, IL, USA

Chicago 2024 Host Committee

REQUEST FOR PROPOSALS FOR SECURE CREDENTIAL PLATFORM AND SCANNING

February 6, 2024

Submission Deadline:
5:00 PM Central Time
Wednesday, February 21, 2024

Confidentiality Statement: By responding to this Request for proposals, each Bidder on behalf of itself and its officers and employees, agrees that any and all discussions and negotiations with Development Now for Chicago remain strictly confidential. Submitter shall not at any time, in any fashion, form or manner, either directly or indirectly, disclose or communicate to any person or entity, including but not limited to any non-public or proprietary information concerning Development Now for Chicago, the Democratic National Convention Committee, their operations or programs, the 2024 Democratic National Convention, or any other information concerning contracts, proposals, policies, and/or terms and conditions of any agreement entered into or negotiated with Development Now for Chicago. Furthermore, Bidder, its employees and agents cannot communicate with the press on any matter whatsoever related to Development Now for Chicago. or the Democratic National Convention Committee without the express, written consent of an authorized representative of the Development Now for Chicago.

CONTENTS

<u>I. OVERVIEW</u>	3
<u>II. INSTRUCTIONS</u>	4
A. <u>Communications Regarding this RFP</u>	4
B. <u>Schedule and Evaluation Process (Subject to Change)</u>	4
C. <u>Intent to Propose</u>	4
D. <u>RFP Inquiries</u>	4
E. <u>Proposal Preparation Costs</u>	5
F. <u>Proposal Requirements</u>	5
G. <u>Proposal Submission</u>	5
H. <u>Selection Process</u>	5
I. <u>Contract Negotiations</u>	5
J. <u>Background Check and Security Requirements</u>	6
K. <u>Evaluation Criteria</u>	6
<u>III. PROPOSAL ELEMENTS</u>	7
A. <u>Credential Platform (Software)</u>	7
B. <u>Scanning Platform (Software and Hardware)</u>	7
C. <u>Platform Requirements</u>	8
D. <u>Additional Requirements</u>	10
<u>IV. ADDITIONAL INFORMATION</u>	11
A. <u>Pricing Information</u>	11
B. <u>Diversity</u>	11
D. <u>Background Information</u>	12
1. <u>Bidder Information</u>	12
2. <u>Business Background</u>	12
3. <u>Subcontractors and Other Alliances</u>	12
4. <u>Clients and Events</u>	13
5. <u>Insurance</u>	13
<u>V. CONTRACT TERMS AND CONDITIONS</u>	13
<u>VI. CONDITIONS OF SUBMITTAL</u>	15
<u>VII. BID CONFIDENTIALITY</u>	15
<u>EXHIBIT A</u>	16

I. OVERVIEW

In August 2024, the City of Chicago will welcome over 50,000 guests to the 49th Democratic National Convention (the “Convention”). The 2024 Democratic National Convention Committee, a District of Columbia nonprofit corporation (“DNCC”), and Development Now for Chicago, an Illinois nonprofit, nonstock corporation (“Host Committee”), work together to plan and organize the 2024 Convention for the official nomination of the Democratic Party’s presidential and vice-presidential candidates. The Convention proceedings will take place the week of August 19, 2024, at the United Center (“United Center”). McCormick Place (“Convention Center”) will be used for other Convention-related meetings and events, as will potentially other locations in and around Chicago.

As the host committee for the Convention, Host Committee is responsible for funding and organizing the hosting of the Convention.

Through this Request for Proposals (“RFP”), Host Committee seeks comprehensive proposals from suitably qualified individuals or companies (each, individually, a “Bidder” and, collectively, “Bidders”) to provide credentials platform and scanning services for the Convention as described herein, including those detailed in Section III hereof. The successful Bidder awarded the contract for the Services is referred to in this RFP as “Vendor.” Host Committee and DNCC are separately arranging for production of securely printed credentials (the “Credentials”) that will grant Convention attendees to certain events at United Center, Convention Center and certain other Convention-related venues to be determined by Host Committee and DNCC (collectively, the “Venues”). Vendor(s) will be responsible for (i) providing and maintaining the Credential tracking and distribution software, which will serve as the central platform and database for allocating, distributing and managing Credentials, as well as and communicating Credential information to Convention attendees (the foregoing service described in this item (i) is referred to herein as the “Credential Platform”) and (ii) providing Credential scanning services (including any hardware) to facilitate attendee access to the Venues (the foregoing service described in this item (ii) is referred to herein as the “Scanning Platform” and, together with the Credential Platform, collectively, the “Services”). The Services should be user-friendly and provide for real-time functionality. Bidders may submit proposals for (i) the Credential Platform, (ii) the Scanning Platform or (3) all Services. Vendor shall utilize union labor, maintain full, secure control of the Services throughout the process and comply with any other security requirements as may be prescribed by Host Committee, DNCC and/or governmental entities involved with the Convention.

Neither the issuance of this RFP, the submission of a proposal or its subsequent receipt and evaluation by Host Committee, nor the invitation to submit or the submission of a final proposal commits Host Committee or DNCC to award a contract or any business to any Bidder or to enter into a contract on different terms than those specified in this RFP. At no time prior to the execution by Host Committee of a written agreement for performance of the Services, shall Host Committee or DNCC be considered to be under any obligation or commitment to contract or purchase any proposed service or equipment from any Bidder.

It is the policy of Host Committee and DNCC to provide equal opportunity to all business enterprises to participate in all aspects of Host Committee’s contracting and purchasing programs without regard to race, color, ethnic identity, sex, creed, age, national origin, physical or mental disability, veteran status, marital status, economic status, religion, sexual orientation, gender identity or expression, or any other legally protected status. This RFP is an essential

part of the DNCC and Host Committee’s effort to provide equal information and access to all segments of the community to participate in the contracting and purchasing opportunities for the Convention.

Host Committee has agreed to follow the diversity principles attached to this RFP as Exhibit A. Therefore, Host Committee encourages the submission of proposals by Bidders that are MBEs, WBEs, LGBTBEs, DOBEs and VBEs, as each term is defined in the diversity principles.

II. INSTRUCTIONS

A. Communications Regarding this RFP

All communications regarding this RFP should be directed to:

Development Now for Chicago
 Attn: Grace A. Lowe
 120 North Racine Avenue
 Suite 220
 Chicago, IL 60607
 credentials@chicago2024.com

B. Schedule and Evaluation Process (Subject to Change)

Date	Event
Tuesday, February 6, 2024	RFP Issue Date
Tuesday, February 13, 2024 5:00 PM Central Time	Bidder Intent to Propose Due and Questions about RFP Due
Friday, February 16, 2024	Answers to Bidder Questions Issued
Wednesday, February 21, 2024 5:00 PM Central Time	Final Proposals Due
Monday, February 26, 2024	Interviews of Finalists/Proposed Contract Mark-Ups
Monday, March 4, 2024	Contract(s) Awarded

C. Intent to Propose

Each Bidder must notify the Host Committee via email sent to credentials@chicago2024.com of its intent to submit a proposal no later than **5:00 PM Central Time on Tuesday, February 13, 2024.**

D. RFP Inquiries

In the event that modifications or additions to this RFP become necessary, all Bidders will be notified of said changes by the Host Committee by posting on Host Committee’s website and via email communication. If any information in this RFP is unclear, it is Bidder’s responsibility to request clarification. All inquiries regarding this RFP must be e-mailed to the

Host Committee no later than **5:00 PM Central Time on Wednesday, February 13, 2024**. Interpretation of the wording of this document shall be the responsibility of the Host Committee and that interpretation shall be final.

ALL questions and answers to Bidders' questions will be sent to such Bidders by Friday, February 16, 2024.

E. Proposal Preparation Costs

Each Bidder will be solely responsible for all costs incurred in the preparation and presentation of its proposal.

F. Proposal Requirements

Any Bidder wishing to submit a proposal for the opportunity to provide the Services must prepare a clear, concise, and comprehensive proposal on Bidder's company's letterhead and bear the signature, name and title of an authorized officer of such Bidder. Each proposal must (a) specifically address each numbered item of the Proposal Elements set forth in Section III of this RFP, and (b) include a price for each portion of the Scope set forth in Section III, A.

Bidder's response must state that Bidder waives, on behalf of themselves and its affiliates, officers, directors, employees, equity holders and agents, any and all claims against Host Committee, DNCC, and any of its respective affiliates, officers, directors, employees, and agents with respect to this RFP and the proposal process.

G. Proposal Submission

Each Bidder shall submit an electronic version of its proposal in PDF format, including all attachments thereto, to Host Committee via email to credentials@chicago2024.com no later than **5:00 PM Central Time on Wednesday, February 21, 2024**. Please do not mail hardcopies of proposals.

Failure to submit a proposal by the indicated deadline may result in disqualification of a Bidder from the competitive process.

H. Selection Process

Host Committee will review all submitted proposals and/or contract markups and may make a decision based on those initial proposals and markups. The Host Committee may also request interviews, clarifications, or adjustments to proposals before making a final determination. Host Committee anticipates that an announcement of Host Committee's decision, which may be a notice of intent to award the contract or a notice that no contract will be awarded based on this RFP process, will be issued no later than **Monday, March 4, 2024**.

I. Contract Negotiations

At the discretion of the Host Committee, contract negotiations may be undertaken based on the proposals of one or more Bidders. Proposals may be included in the final contract, in whole, in part, or by reference.

Neither the issuance of this RFP, nor the submission of a proposal or its subsequent receipt and evaluation by Host Committee or DNCC, nor the invitation to a final interview with the selection committee commits Host Committee or DNCC to award a contract or any business to any Bidder or to enter into a contract on different terms than those specified in this RFP. At no time prior to the execution by Host Committee of a written agreement with Vendor, shall Host Committee or DNCC be considered to be under any obligation or commitment to contract or purchase any proposed service or equipment from any Bidder. Host Committee reserves the right to cancel this procurement process whenever the best interest of Host Committee and/or DNCC is served. Only execution of a written contract by an authorized signatory of Host Committee shall bind the Host Committee (subject to the terms and conditions therein).

J. Background Check and Security Requirements

Each Bidder (including its employees, contractors and subcontractors) may be subject to background checks and other security screenings as a condition to the awarding of a contract and periodically throughout the term of such contract. Bidder will be responsible for distributing and collecting applicable disclosure and authorization forms for any background checks required by the Host Committee, from all employees, contractors and subcontractors of Bidder as well as any other information requested by Host Committee, DNCC and/or other governmental agencies in connection therewith.

K. Evaluation Criteria

Host Committee, in its sole and absolute discretion, will choose finalists based on the proposals that best meet the requirements of Host Committee and DNCC. Neither Host Committee nor DNCC are bound to accept the lowest offer or any tender submitted. The factors used in evaluating proposals include, but are not limited to, the following:

- Ability of Bidder to meet the requirements and perform the scope of services;
- Relevant expertise, reliability, experience and history of Bidder and key personnel who may be directly assigned to the project;
- Demonstrated success of Bidder managing services for event-oriented projects of a similar size and scope and involving prioritization of security and confidentiality;
- Cost of services;
- Proposed solutions and processes for the specified business requirements;
- Bidder's ability to meet proposed schedule of delivery;
- Bidder's relationship to Chicago, Illinois, and the surrounding region;
- Participation of union labor;
- Inclusion of minorities, women, persons with disabilities, persons who identify as lesbian, gay, bisexual or transgender, and veterans, both as owners of Bidder and as part of Bidder's workforce or if applicable as subcontractors, in the project;
- Use of local resources to support the project; and

- Bidder's references.

Host Committee reserves the right to accept or reject any or all proposals, or to award any and all contracts requested herein, either in part or whole.

III. PROPOSAL ELEMENTS

Bidders may submit proposals with respect to all or one or more portions of the Services below. **Bidders must state specifically which portions of these Services are included in their proposals.**

A. *Credential Platform (Software)*

The Credential Platform shall (i) securely store allocation information for all Convention attendees, including delegates, alternates, guests, DNC and Convention officials, elected officials, special groups and other guests (including individuals designated by the Biden for President Campaign) and (ii) provide the fundamental framework for all Credential distribution at the Convention. The accessibility and comprehensiveness of the system should allow for a seamless distribution of credentials in a prompt and organized manner. In addition to the foregoing (and any other specific requirements established by DNCC), the Credential Platform shall:

1. Provide a user-friendly, relational database system that is fully customizable with the ability to, store, track and manage information relating to allocation and distribution of Credentials for over 300,000 attendees;
2. Assign each user unique a username and password, permit tiered groupings of users with various access permissions and facilitate permission-driven actions, menus, and other capabilities;
3. Support up to fifty (50) devices accessing data and completing various functions within the Credential Platform at any given time;
4. Contain safeguards that never permit automatic assignment of Credentials to groups or individuals (i.e. ensure Credentials are always assigned by an authorized user) and permit Credential assignment to groups in batches and/or individuals on a case-by-case basis by authorized users;
5. Require multi-factor authentication for user access to the Credential Platform by utilizing security keys, time-based tokens, or Google Workspace SSO; and
6. Comply with other security and privacy standards prescribed by DNCC and/or other governmental agencies.

B. *Scanning Platform (Software and Hardware)*

The Scanning Platform shall facilitate on-site validation "scanning" of Credentials as part of the access control program at the Venues by working seamlessly in conjunction with the Credential Platform. The Scanning Platform shall allow users (including contracted event staff) to determine the validity of all Credentials at approximately fifty (50) ingress and egress point at

the various Venues.¹ The Scanning Platform shall be user-friendly and allow users (including contracted event staff) to instantly confirm the authenticity and validity of Credentials without extensive training. In addition to the foregoing (and any other specific requirements established by DNCC), the Scanning Platform shall satisfy the following (which shall be detailed in each Bidder's proposal):

1. Establish a system for activating, de-activating, tracking display of and managing Credentials, including on-site validation and troubleshooting systems at the Venues;
2. Establish on-site technical and management process (including provision of personnel) for facilitating the Scanning Platform at the Venues;
3. Include low-cost hardware to support the Scanning Platform (including, but not limited to, computers and/or portable, handheld scanning devices for the immediate authentication/validation of Credentials presented for entry to the Venues, such devices to (i) be operational in an outdoor environment for both daytime and evening events at the Venues and (ii) have the ability to scan and profess RFID, QR codes, and/or barcodes);
4. Establish security practices to ensure protection of physical infrastructure and networks, as well as business continuity, included in the Scanning Platform and provide Host Committee and DNCC with evidence of certifications and compliance with the foregoing;
5. Include a timeline for establishing the Scanning Platform, including lead-time training requirements outlined below;
6. Include a detailed user guide and any demonstration videos to explain all features of the Scanning Platform (including hardware), as well as a detailed plan for training users (including contracted event staff and DNCC staff) prior to the Convention;
7. Include a list of any infrastructure needs and/or services (including, but not limited to, internet connections, wireless connections, electrical requirements and hardware) not provided by Vendor but required for functioning of the Scanning Platform at the Venues; and
8. Establish compatibility with the Credential Platform to facilitate the detailed tracking and management of display of Credentials throughout the scanning/authentication process and permit expedited attendee entry of attendees into the Venues.

C. *Platform Requirements:*

In addition to the foregoing (and any other specific requirements established by DNCC), the Credential Platform and Scanning Platform, as applicable, shall:

1. Both the Credential Platform and the Scanning Platform shall have the ability to create and print on-the-fly reports in addition to preconfigured reports.
2. The Credential Platform shall (i) provide real-time updates and comparison of credential allocations and assignments and (ii) track and alert administrators when real-time issues occur, such as over-distribution or multiple distributions (for example, when low on blue credentials, use red credentials, high on black credentials, use green credentials – real-time monitoring).

¹ Exact location and number of ingress and egress points at the various Venues subject to change by DNCC.

3. The Credential Platform interface shall have an administrator comments/notes field.
4. The Credential Platform interface shall have an option to see allocations for individuals or groups for all days (across multiple access levels and categories) on one screen.
5. All Vendors shall provide off-site platform provider liaison able to assist 24/7 prior to the Convention, and on-site platform provider technology personnel to help manage problems at the Venues (including the Credential distribution center) in the days leading up to, and throughout the entirety of, the Convention.
6. The Credential Platform shall have the ability to deactivate Credentials and mark void lost or destroyed Credentials.
7. The Credential Platform interface shall have an auto-fill function, copy and paste functionality, Google-like search function, and the ability to search across multiple fields at once
8. The Credential Platform interface shall have read-only fields – authorized users may see total numbers of pickup but have no edit privileges.
9. The Credential Platform should have a “Change Authorized Credential Pickup Person” field that can be updated in real time. Such field (as well as other fields) shall be able to be edited but then locked for read-only purposes after editing. Only authorized users should have the ability to change pickup designees.
10. The Credential Platform shall have the ability to restrict access by user, Venue, and/or group through tiered access. Administrators should have the ability to manage and/or restrict user/group permissions and passwords.
11. The Credential Platform shall be able to import information via online forms, Excel and Google spreadsheets and QR code/barcode scans.
12. The Credential Platform shall allow the ability to manage the flow of allocations spreadsheets, including accounting for spreadsheets received, spreadsheets pending fulfillment, and spreadsheets fulfilled. Authorized users should be able to submit Excel spreadsheets with approved allocations. Approved spreadsheets may have group and/or individual allocations. Email notifications should be sent to the administrator once an allocation spreadsheet has been submitted. Platform should track the date and time stamp when the spreadsheet was submitted and added to the system.
13. The Credential Platform shall have an inbox-type management system showing which allocation spreadsheets have been received; which spreadsheets are pending fulfillment; and which spreadsheets have been fulfilled, denied, or canceled, etc.
14. The Credential Platform shall track with date and time stamp when distribution of a Credential was made and the name of the user inputting the assignment and rack user/staff activity via access levels (e.g.; Manager 1 gave two Monday hall passes to DNCC tech at 2:03 PM 7/14/20, picked up by Manager 2).
15. The following options should be available when assigning Credentials to groups and individuals
 - a. Single Scan Entry – Platform recognizes barcode, QR code, or RFID scan and assigns all credential fields via a barcode, QR code, or RFID.
 - b. Group Entry – Mass blocks of credentials are assigned at one time. For example, when assigning credentials 300–500 to a specific group, there should be a drop-down and drag function to incorporate the large block assignment.

- c. Manual Entry (backup method) – Credential numbers are assigned to groups and individuals manually.
16. Approximately 6,000 Convention attendees may receive a one-time-issue, multi-day Credential that will allow access for the four (4) days of the Convention. The remaining Credentials will be issued daily and are valid for one day only. Credentials should allow same day reentry to the arena.
17. Through an online form, groups and individuals approved to receive allocations should provide contact and pickup information for all Credentials assigned. Day-of pickup systems should track who picked up credentials, who assigned them, and who is receiving them.
18. Once the record has been retrieved, the authorized user is notified as to:
 - a. Whether the Credentials should be allocated from the pool of credentials assigned to that manager station.
 - b. Whether the allocation has been prepackaged and should be retrieved from the vault. The authorized user should not be able to assign Credentials from the station box if the allocation has been prepackaged.
19. After transferring the Credentials to the individual, the authorized user marks off in the platform that the group or individual's credentials have been picked up for that day, by either inputting the serial numbers associated with the credential given to the individual from the station box or checking the "pickup" box (for group package and/or suite or entertainment tickets) on the group/individual information page. The individual then signs for the package using a digital signature capturing device.
20. Platform should have communications functionality and the ability to mail merge and send emails that may include links to websites, Google forms, etc.

Additional Requirements

1. Please explain your experience with, approach to, and methods in platform creation services to large-scale and fast-tracked event-focused projects. Provide project examples that demonstrate expertise in fulfilling secured platform creation needs on a scale similar to the Convention. Provide accurate and up-to-date project contacts for each project.
2. Provide a proposed project schedule including, but not limited to, platform demonstrations, deadlines for platform stress tests, and full platform access for DNCC. Also indicate any assumptions about the approval process required to meet project schedules.
3. Provide a detailed description of a required database that allows for Credentials to be activated and terminated, staffing needs, and any on-site technology, such as handheld devices, being proposed to "read" each credential to ensure it is valid.
4. Provide a sample credentials system structure, including relationship tables. Describe proposed credentials operations, including record management, allocation procedure, form creation, and vault management.
5. Describe DNCC staff training and support required to operate the proposed systems.
6. Explain the Bidder's security practices, including physical security, network security, redundancy, and business continuity. Provide any security certification and compliance.

7. Explain your procurement process, cancelation policy, payment schedule, and deposit requirements.

IV. ADDITIONAL INFORMATION

Please indicate if Bidder currently, or intends to, work with the Republican National Committee and/or its affiliates, including, but not limited to, the Committee on Arrangements for the 2024 Republican National Convention (the "COA") or the Milwaukee 2024 Host Committee. .

Provide any additional information about your company or any other goods and/or services that you would offer to Host Committee and/or DNCC.

A. Pricing Information

For each portion of the Services for which Bidder is submitting a proposal, Bidder should provide information regarding the manner in which fees will be calculated (e.g., fixed price, hourly rate, piece rate) and proposed payment schedule. Unless otherwise specified, travel and all other out-of-pocket expenses will be assumed to be included in the stated fees. Any expenses not included in fees must be billed at cost without markup. Any expenses not included in fees must be billed at cost without markup. For the avoidance of doubt, Host Committee is not bound by any Bidder proposal.

B. Diversity

1. MBE, WBE, DOBE, LGBTBE, or VBE Certification or Self-Identification

Indicate whether Bidder is an MBE, WBE, DOBE, LGBTBE, or VBE, as each term is defined in the DNCC Diversity Policy. Indicate whether Bidder is certified by a federal, state or local governmental agency or by a third-party certifier, such as the Minority Supplier Diversity Council, National Women Business Owners Corporation, US Business Leadership Network, National LGBT Chamber of Commerce, etc.). Bidders may be asked to provide additional documentation to support their status. Please submit an organization chart which shows the flow of ownership and the names and percentage interests of all persons/entities that own 7.5% or more of the entity in question.

2. Host Committee is interested in promoting opportunities in this field for persons who may not otherwise be able to fully participate in this profession. Accordingly, the Host Committee is seeking the bidder's proposal for providing mentorship to individuals and companies from diverse or economically limited communities within the scope of the proposed work. Mentorship may take the form of internships for students or newly certified professionals, or joint ventures with professionals with limited professional experience in the field, or such other mentorship, as the bidder may propose. In evaluating a proposal, the Host Committee will consider the mentorship opportunities that the bidder proposes.

C. Background Information

If a proposal is a joint submission from two or more persons or entities, each person or entity will be considered a Bidder and the following information must be provided by each person or entity:

1. Bidder Information

- a) Provide the full legal name, mailing address, main phone number and federal tax identification number of Bidder.
- b) If an entity, provide Bidder's legal entity structure and state and date of formation.
- c) Provide the name, direct phone number, mobile phone number, email address, mailing address and resume for the Primary contact for this RFP.
- d) Provide the name, title, responsibilities, certifications and licenses, employment history, educational background, years with the Bidder's business and employment history of each proposed member of Bidder's team who will be involved in providing the Services.

2. Business Background

- a) Provide a brief history of Bidder's business.
- b) State the number of years Bidder has been providing Secure Printing Services.
- c) State the number of persons employed in the business in each year from 2020 through 2023.
- d) Describe the current and projected workload of Bidder's business and explain how this project will be managed given Bidder's obligations to other clients.

3. Claims and Suits

- a) Describe any instance that your business failed to complete any work awarded to it.
- b) Provide the court, case number and status or disposition of any civil and criminal legal action relating to Bidder's business that is currently pending or initiated since 2015 in which Bidder or any principal of Bidder is or was a named party.
- c) Provide the court and case number of any bankruptcy, insolvency, reorganization, liquidation or dissolution proceeding in which Bidder or any principal of Bidder is or was in the last 7 years involved as a debtor.
- d) State whether Bidder or any principal in Bidder's business has been debarred from doing business with any federal, state or local government or quasi-governmental agency at any time since 2015 and, if so, describe the circumstances leading to the debarment.

4. Subcontractors and Other Alliances

- a) Identify any subcontractors that Bidder intends to utilize in connection with the provision of the Services and identify the services or portion of the Services that each subcontractor will provide.

- b) Describe any formal or informal alliances Bidder has with other providers of Services, especially any such arrangements that may benefit the Host Committee or limit the Host Committee's options.
- c) Provide any union designations and any relationships that Bidder has within the Chicago area and surrounding region.

5. Clients and Events

- a) Provide a detailed scope of services for each major project and client receiving Services provided by Bidder since 2020.
- b) Proposers are required to provide at least three (3) references from within the past three (3) years for projects and areas of responsibility similar to those the Proposer desires to provide herein. Please include company name, contact person, mailing address, telephone number and email address. Please include a brief but detailed explanation of the scope of services for each major project provided and submit with your proposal.

6. Insurance

- a) Specific insurance requirements will be reviewed and determined on a case-by-case basis. If you have insurance in place covering your business operation, please include a copy of your current certificate of insurance as part of your proposal.

V. CONTRACT TERMS AND CONDITIONS

Host Committee and/or DNCC will prepare the contract(s). Among other things, the contract(s) will contain provisions relating to the following:

D. Confidentiality; Privacy and Security; Intellectual Property

Upon submitting proposals, Vendor must sign a Confidentiality Agreement with the Host Committee and/or DNCC. Any and all discussions and negotiations with the Host Committee and/or DNCC remain strictly confidential. The final contract will provide that Vendor will agree that Vendor and its agents will not at any time, in any fashion, form, or manner, either directly or indirectly, disclose or communicate to any person or entity, including but not limited to the COA, any nonpublic or proprietary information concerning the Convention or DNCC, its operations or programs, including, but not limited to, any DNCC logos or designs, the quantity of credentials printed, any security features of the credentials, or any information relating to the activities, contracts, proposals, or policies of DNCC, or any organization affiliated with it, without having first obtained the prior written approval of DNCC.

Vendor will agree not to communicate with the press on any matter whatsoever related to the Convention or DNCC without the express, written consent of the Executive Director of DNCC. This provision shall survive any cancellation or termination of the agreement and relationship contemplated by the agreement to be entered into by Host Committee, DNCC and Vendor.

Vendor will agree that nothing in the final agreement is intended to grant any rights to Vendor under any patent, copyright, trade secret, or other intellectual property law and that

nothing in the final agreement will grant to the Vendor any rights in or to confidential information or intellectual property of Host Committee and/or DNCC.

Vendor shall agree that nothing in the final agreement will grant to Vendor(s) any advertising or promotional rights. Further, Vendors will agree to the following:

All final, selected, and approved work product, files, lists, documents, artwork, designs, computer records, and other materials submitted, created, developed, produced, and/or obtained by Vendor in furtherance of work performed for Host Committee and/or DNCC, as well as any underlying concepts or components contained within those materials, and which Host Committee and/or DNCC will pay for in accordance with the final agreement ("Materials"), shall become and remain the exclusive property of DNCC, and the Vendor shall return all such Materials to DNCC.

To the extent copyrightable, all Materials shall constitute "work made for hire" by or for Host Committee and/or DNCC, and Host Committee and/or DNCC shall be the "author" of all Materials under applicable copyright laws.

All Materials that Host Committee and/or DNCC will provide to Vendor during the course of the final agreement shall remain under the sole and exclusive ownership of Host Committee and/or DNCC, as applicable.

Vendor may retain all rights, title, and interest, including all intellectual property rights in and to its information and Materials of general applicability and all derivative works.

E. Termination

Vendor will agree that Host Committee may terminate the contract at any time, without cause and without penalty, on five (5) days' prior written notice to Vendor. Notwithstanding the foregoing, in the event that Vendor breaches the contract, Host Committee may terminate the contract immediately upon written notice to Vendor. In the event of termination of the contract by Host Committee, Host Committee's sole liability and Vendor's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with the contract, payment of the fees earned by Vendor in accordance with the contract (if any) and amounts that Vendor must pay to third parties pursuant to non-cancelable agreements Vendor entered into in performance of the contract with the prior written approval of Host Committee, if applicable. Vendor expressly waives any right to suspend its performance under, or terminate, the contract with or without cause, except for Host Committee's breach of the payment provisions of the contract on ten (10) days' prior written notice, provided that Vendor must give Host Committee the ability to cure such a breach within the ten (10) day notice period. In the event of any termination by Vendor for Host Committee's breach of the payment provisions of the contract, Host Committee's sole liability and Vendor's exclusive remedy is reimbursement of costs and expenses incurred prior to the date of termination in accordance with the contract, and payment of the fees earned by Vendor in accordance with the contract.

F. Direct Payment of Subcontractors

Vendor will agree, provided engagement of subcontractors is applicable to Vendor and expressly permitted by the terms of the contract between Vendor and Host Committee, that any invoice submitted by Vendor to Host Committee for the Services (or any portion thereof)

performed by subcontractors shall separately identify the amount of such invoice, if any, to be paid to any subcontractor of Vendor and Host Committee shall have the option to pay such amount directly to any such subcontractor in lieu of paying that portion of the invoice to Vendor. If Host Committee desires to exercise such option, Host Committee will notify Vendor within one (1) calendar day, and Host Committee shall thereupon be solely liable for timely payment of such subcontractor's portion of the invoice directly to such subcontractor.

G. Union Labor; Collective Bargaining

Vendor will agree it shall not perform services for clients where the purpose of the services is to support, assist, enable, or promote anti-unionization or otherwise deter workers' engagement in unionization or collective bargaining activities.

H. Liquidated Damages

Vendor will agree to liquidated damages in the event that the Vendor does not meet the deadlines set forth in the final agreement.

I. Nondiscrimination

Vendor will adopt and disseminate a policy that Vendor, in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination, and all other terms and conditions of employment, will not discriminate on the basis of race, color, creed, age, sex, national origin, ethnic identity, physical or mental disability, veteran status, marital status, economic status, religion, sexual orientation, gender identity, or any other legally protected basis.

VI. CONDITIONS OF SUBMITTAL

Bidder agrees to the following terms and conditions of submittal:

1. Host Committee may reject any and all responses, or withdraw or republish this RFP
2. Host Committee may negotiate the terms of a contract with one or more Bidders.
3. Host Committee may waive irregularities in bid submissions.
4. Host Committee in Its judgment may or may not award a contract.
5. Information and materials included in Bidder's proposal (collectively, "Bidding Materials") will not be returned to Bidder.

VII. BID CONFIDENTIALITY

Host Committee will use Its best efforts to keep Bidding Materials submitted in connection with the RFP confidential. However, Bidding Materials will be circulated to Host Committee's employees, consultants and attorneys for evaluation. Further, Bidding Materials may be subject to disclosure to DNCC and/or the Democratic National Committee (including its respective employees, consultants and attorneys) and as may be required by law in a legal proceeding or otherwise.

EXHIBIT A

DIVERSITY POLICY

It is the practice of the DNCC to provide equal opportunity to all business enterprises to participate in all aspects of the DNCC's contracting and purchasing programs without regard to sex, race, age, color, creed, national origin, religion, economic status, familial status, marital status, sexual orientation, domestic or sexual violence victim status, veteran status, gender identity or expression, ethnic identity, ancestry, or disability, or any other legally protected characteristic or status. The DNCC will conduct outreach and informational programs with constituent groups, businesses, and trade associations to prevent discrimination against any person or business enterprise on the basis of any of these factors.

Recognizing that some individuals, groups and business enterprises, including Minority Business Enterprises, Women Business Enterprises, Disability-Owned Business Enterprises, LGBT-Owned Business Enterprises and Veteran-Owned Businesses, have not historically received opportunities to participate equally in contracting opportunities and to ensure and reaffirm the DNCC's continuing commitment to progress and success in achieving the goal of equal opportunity, the DNCC adopts the following diversity policy:

"Owned and Operated" means (1) the business enterprise is at least 51% owned by a person or persons within one of the respective diversity groups, or in the case of any corporations, limited liability companies or partnerships, at least 51% of the voting stock or interests, as applicable, is owned by a person or persons within one of the respective diversity groups and (2) the management and daily business operations of the business enterprise are controlled by a person or persons within one of the respective diversity groups.

"Disability-Owned Business," "Disability-Owned Business Enterprise," or "DOBE" means a business enterprise which is Owned and Operated by one or more persons with disabilities.

"LGBT-Owned Business" means a business enterprise which is Owned and Operated by one or more gay, lesbian, bisexual or transgender ("LGBT") persons.

"Minority Business Enterprise" or "MBE" means a business enterprise which is Owned and Operated by one or more of the following ethnic minority groups: Asian, American Indian or Alaska Native, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latinx.

"Women Business Enterprise" or "WBE" means a business enterprise which is Owned and Operated by one or more women.

"Veteran-Owned Business" means a business enterprise which is Owned and Operated by one or more veterans.

An MBE, WBE, Disability-Owned Business, LGBT-Owned Business or Veteran-Owned Business may establish its qualification by providing to the DNCC:

- Its certification status from a federal, state or local governmental agency; or
- Its certification from a third-party certifier (e.g., the National Minority Supplier Development Council, National Women's Business Owners Council, US Business Leadership Network, National LGBT Chamber of Commerce, etc.); or

- Documentation that would enable the Executive Director of the DNCC to verify that the vendor qualifies. This third method is designed to cover those vendors who are easily verifiable, such as sole proprietorships, small partnerships, closely-held corporations and small companies that do not engage in significant government business or do not have the resources to seek a governmental or third-party certification.

It is the policy of the DNCC to provide minorities, women, persons with disabilities, LGBT persons and veterans equal opportunity to participate in all aspects of contracting and purchasing programs, including but not limited to participation in procurement contracts for materials, supplies and equipment, and contracts for construction.

It is further the policy of the DNCC to prohibit discrimination against any person or business enterprise on the basis of race, color, ethnic identity, sex, creed, age, national origin, disability, veteran status, marital status, economic status, religion, sexual orientation, gender identity or expression, or any other legally protected status, and to conduct its contracting and purchasing programs so as to prevent such discrimination.

It is the policy of the DNCC — in concert with the Host Committee or other local, state and federal agencies and with the assistance of minority, women, persons with disabilities, LGBT and veteran groups — to actively seek and identify qualified MBEs, WBEs, Disability-Owned Businesses, LGBT-Owned Businesses (LGBTBE), and Veteran-Owned Businesses, and to offer them the opportunity to participate, and to encourage them to participate, in contracting and purchasing programs.

It is not the policy of the DNCC to provide information or other opportunities to MBEs, WBEs, Disability-Owned Businesses, LGBT-Owned Businesses (LGBTBE), or Veteran-Owned Businesses that will not be available to all other business enterprises. It is the intent of this policy to establish procedures designed to assure MBEs, WBEs, Disability-Owned Businesses, LGBT-Owned Businesses, and Veteran-Owned Businesses access to information and opportunities available to other business enterprises. It is the intent of this policy to widen opportunities for participation and to increase competition.

The DNCC will award contracts without regard to race, religion, color, ethnic identity, creed, national origin, sex, age, disability, veteran status, marital status, economic status, sexual orientation, gender identity or expression, or any other legally protected status. The DNCC will award contracts to the bid that best meets the requirements of the DNCC. The DNCC is not bound to accept the lowest offer or any tender submitted.