



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

## **RFK FIELDS COMPLEX OPERATOR**

### **REQUEST FOR PROPOSAL (RFP)**

#### **APEX BID #19-S-134-556**

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified organizations to manage the scheduling and utilization of Events DC's new RFK Fields Complex.

Interested parties can view a copy of the RFP by accessing Event DC's e-procurement website at [www.wcsapex.com](http://www.wcsapex.com).

#### **Key Dates**

RFP Release Date:	Monday, February 25, 2019
Site Visit:	2:30 PM EST, March 15, 2019
Proposal Due Date:	3:00 PM EST, April 5, 2019

#### **Primary Contact**

Name: Kiara Short, Senior Contracts & Procurement Analyst  
Email: [KShort@eventsdc.com](mailto:KShort@eventsdc.com)  
Phone: (202) 249-3215

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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 (“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. 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 sporting and entertainment events, concerts, trade shows, conventions, meetings, and other special events. In that regard, it manages and/or operates a number of venues, including the Walter E. Washington Convention Center, the Carnegie Library at Mt. Vernon Square, Robert F. Kennedy Memorial Stadium (“RFK Stadium”) including its surrounding Festival Grounds and Skate Park, the non-military portion of the DC Armory, Gateway DC, the R.I.S.E. Demonstration Center and the Entertainment and Sports Arena.
- A.3 Events DC has been planning the future of the RFK Stadium/DC Armory campus (“RFK Campus”) and has developed an overall Master Plan that includes short term and long term programming. The vision for the redevelopment of the RFK Campus is a vibrant destination offering an array of sports, entertainment, cultural, and recreational programming. In addition, the site will be transformed to include park/green space, walking/biking trails, parking, and other amenities.
- A.4 As part of the short term redevelopment plans, Events DC is constructing a new 27-acre multipurpose fields complex on the RFK Campus (the “Project” or the “RFK Fields Complex”). The Project consists of three (3) new lighted synthetic turf fields (the “Fields”) made up of two (2) soccer fields and one (1) multipurpose field that includes two (2) youth baseball diamonds and is striped for soccer. The multipurpose field is also sized to accommodate rugby, lacrosse, field hockey, and football among other sports. Additionally, the Project will include a 6,000 SF unenclosed events pavilion, two (2) 650 SF storage/maintenance/support buildings, one (1) 1,000 SF restroom facility, playground, green space, and surface parking. The Project is expected to be complete in the Spring of 2019. A site plan and renderings are located under the Attachments Tab in APEX.
- A.5 The Fields are designed to accommodate a range of uses, which fall into three general categories: (1) sports and recreational programs for children and adults such as organized leagues, camps and clinics, including practices for teams participating in leagues (“Amateur Sports Programs”); (2) community activities, including rentals by local community groups and local community members for health and wellness activities, youth/senior classes or events, and other informal recreational activities (“Community Uses”); and (3) sports and entertainment events, including festivals, markets, concerts and tournaments (“Events”).
- A.6 Events DC is seeking a qualified organization to manage and operate the RFK Fields Complex on a daily basis (“Operator”). The Operator shall manage all scheduling and utilization of the Amateur Sports Programs and Community Uses of the Fields and provide trained staff to provide such services. Events DC will manage the booking and all related services for Events taking place on the Fields. Events DC intends to award a Fixed Fee Contract to the successful Offeror, but will consider alternate fee arrangements, as set forth in or Section I.

**[End of Section A]**

## SECTION B - GENERAL INFORMATION

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

- (a) Events DC seeks an experienced Operator to manage the scheduling, utilization and day-to-day operations at the RFK Fields Complex (the “Fields”).
- (b) Events DC contemplates award of a Fixed Fee Contract. The Base Term of the Contract will be from date of award through September 30, 2019, with four (4) one-year renewal Options (See **Section D.1.**)
- (c) The Operator will perform the services under the direction of Events DC’s designated on-site representative, the Contracting Officer’s Technical Representative (“COTR”). Contact information for the COTR will be provided at the time of Contract award.
- (d) Organizations wishing to respond to this RFP (“Offerors”) must register in the Events DC procurement system, APEX ([www.wcsapex.com](http://www.wcsapex.com)). Responses must be submitted both electronically and via hard copy. An Offeror’s response must include two (2) separate submissions: a “Technical Proposal” and a “Cost Proposal”, as outlined in **Section H** and **Section I**.

### **B.2 OPERATOR QUALIFICATIONS**

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

- (a) Have at least five (5) years of experience scheduling and/or overseeing sports leagues, tournaments, camps, clinics, and other recreational activities on multipurpose recreational fields. Experience scheduling such activities for a variety of sports is a plus.
- (b) Provide at least one (1) experienced Lead Operations Manager with a minimum of three (3) years of senior management experience in coordinating, scheduling, overseeing and managing recreational fields.

### **B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT**

- (a) An optional Pre-Proposal Conference/Site Visit (“Pre-Proposal Conference”) will be scheduled 2:30 PM EST, Friday, March 15, 2019 for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Kiara Short at [kshort@eventsdc.com](mailto:kshort@eventsdc.com).
- (b) Prospective Offerors shall meet at the Robert F. Kennedy Stadium at 2400 E Capitol St SE, Washington, DC 20003, Lot 5, Media Room. The number of individuals representing each prospective Offeror is limited to three (3).
- (c) The purpose of the Pre-Proposal Conference is to provide an opportunity for informal questions and answers. If a prospective Offeror desires a binding answer to any question asked and answered informally at the Pre-Proposal Conference, the question must be submitted in writing through the APEX system (see **Section B.4**).

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

- (a) If a prospective Offeror has any questions relative to this RFP, the Offeror must submit the questions in the APEX system via the “Q&A” Tab of the APEX Bid to receive a binding answer. Any question asked and answered outside of the APEX system will be considered informal and non-binding.
- (b) Questions must be received no later than 5:00 PM EST on Friday, March 29, 2019. Events DC will not consider any questions received after this date.
- (c) Events DC will furnish responses promptly to the requesting prospective Offeror and to other prospective Offerors if deemed by Events DC to be necessary to prepare a complete an 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

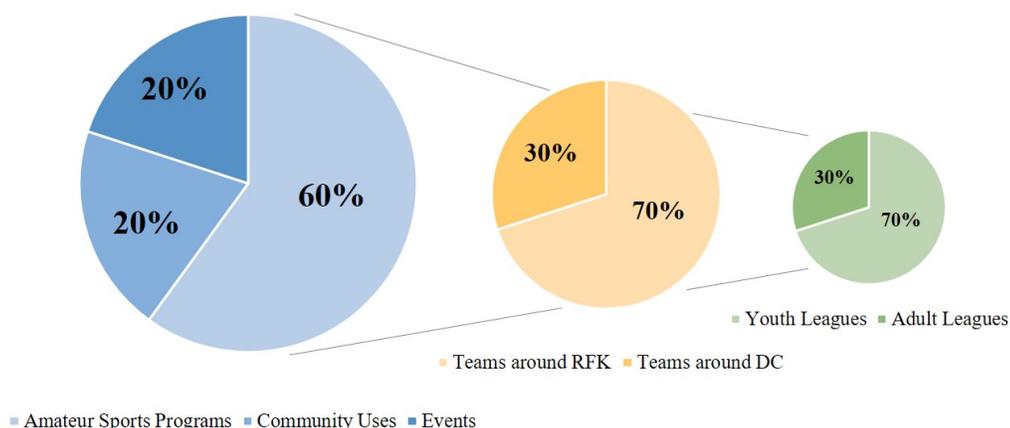
### C.1 GENERAL REQUIREMENTS

Events DC seeks An Operator to manage the day-to-day scheduling and usage of the Amateur Sports Programs and the Community Uses of the Fields and to assist Events DC with day-to-day operations on the Fields as set forth below (the “Work”).

### C.2 TASK I – SCHEDULING THE USAGE OF THE FIELDS

- (a) The Operator shall manage the day-to-day scheduling and utilization of the Fields for Amateur Sports Programs and Community Uses. Events DC’s scheduling and usage priorities and expectations are set forth in **Section C.2(b)** below. As set forth in **Section C.6(b)**, Operator shall not be responsible for (and is not permitted to) schedule Events at the RFK Fields Complex. The Operator shall adhere to all black-out dates for Events as set forth in **Section C.6(b)** and shall not schedule Amateur Sports Programs or Community Uses during those dates/times.
- (b) It is expected that the Fields will be open for use year-round, 7 days a week. Within 30 days of the Contract start date the Operator shall develop a ramp-up schedule for the first 90 days of operation in order to fill the available time slots with programming. The Operator’s approach to scheduling the Fields, during both the ramp up period and once operations are stabilized, should consider the following general framework, which prioritizes local youth leagues. Events DC will work with the selected Operator to refine the percentages and approach as needed.
  - i. 60% of scheduled hours should be allocated to Amateur Sports Programs (including league/team practices)
  - ii. Of the 60% allocated to Amateur Sports Programs, 70% should be allocated to teams/leagues within close proximity to the RFK Campus and 30% to other teams/leagues around the District
  - iii. Of the 70% allocated to teams in close proximity to the RFK Campus, 70% should be dedicated to youth leagues and 30% to adult leagues
  - iv. 20% of scheduled hours should be dedicated to Community Uses (permissible uses TBD)
  - v. 20% of scheduled hours should be set aside for Events, including Third Party Events and Events DC Programming (defined below).
  - vi. All such percentages shall be of a designated number of hours per day, week, month and year as reasonably determined by the Operator in consultation with Events DC.

## Scheduled Use



- (c) The Operator shall propose a cloud-based scheduling software for scheduling of the Fields. The software shall be user-friendly for the end user attempting to reserve the Fields, be accessible to the end-user through mobile platforms, and be accessible through and integrate seamlessly with Events DC's website. The scheduling software shall handle at a minimum the following:
- i. Fields Bookings
  - ii. Waitlist Management
  - iii. Marketing Campaigns
  - iv. Marketing Reports
  - v. Email capabilities for inclement weather, incidents, and emergencies
- (d) The Operator shall be responsible for scheduling and managing all staff and volunteers at the Fields during hours of operations.

### **C.3 TASK II – MANAGING THE OPERATIONS ON THE FIELDS**

- (a) The Operator shall issue permits and/or license agreements to sports clubs, leagues, individuals, and other groups seeking to rent/use the Fields and shall coordinate and monitor such usage.
- (b) The Operator shall collect all fees for usage of the Fields and remit such fees to Events DC in accordance with **Section C.4** below.
- (c) The Operator will be responsible for managing and overseeing all Amateur Sports Programs and Community Use activities taking place on the Fields, including ensuring the right groups are on the Fields at the right times and managing any potential conflicts between Fields user groups or reservations.
- (d) The Operator will be responsible for preparing the Fields for rentals. Responsibilities include but are not limited to: ensuring equipment (e.g., goals, cones, base pads, mounds, benches, etc.) is set up; scoreboards and PA/sound system are available as needed; temporary field markings are in place as needed; and athletic field lighting is coordinated.
- (e) The Operator shall be responsible for ensuring all staff and all Fields users follow the rules, regulations, policies and procedures established by Events DC. The Operator will monitor and

address all complaints, issues and concerns of user groups. The Operator shall have an onsite presence at the RFK Fields Complex during peak hours of operation and shall be on call as needed during non-peak hours.

- (f) As set forth in **Section C.6(a)**, Operator shall not be responsible for general facility maintenance, however, Operator shall be responsible for removing and storing equipment and removing trash and debris from the Fields to ensure the Fields are prepared for the next use. In addition, Operator shall monitor and report any issues on the RFK Fields Complex such as overflowing trash containers, clogged stormwater drains, non-functioning lights, dirty or non-functioning restrooms, and broken or damaged property (e.g., tree beds, planters, or signage), and shall report any suspicious or illegal activity or other incidents (e.g., panhandling, public intoxication, fighting or other intimidating behavior) to appropriate security personnel, Events DC staff, and/or appropriate authorities.
- (g) The Operator shall develop and propose policies, procedures, and fee schedules for Fields use.
  - i. Policies and Procedures
    1. The Operator shall develop operating policies and procedures that are consistent with industry standards for similar sports complexes, such as those implemented by the District Department of Parks and Recreation.
    2. Within thirty (30) calendar days of the Contract start date, the Operator shall present the policies and procedures to the COTR for review and approval.
    3. The policies and procedures must be approved in writing by the COTR before enacted.
  - ii. Fee Schedule
    1. Within thirty (30) calendar days of the Contract start date the Operator must develop a rental rate structure for the Fields and present it to the COTR for approval. The Operator must provide a survey of fees charged at comparable fields in the District that were used to inform the proposed rates.
    2. The fee schedule shall include hourly fees assessed for adult leagues during prime time and non-peak times and youth leagues during both prime- and non-peak times.

#### **C.4 TASK III – PROMOTION AND COMMUNITY ENGAGEMENT**

- (a) The Operator shall, if requested, assist Events DC in promoting and publicizing the availability of the Fields for recreation programs and activities;
- (b) The Operator shall, as requested, participate in community meetings hosted by Events DC and assist with general community outreach.

#### **C.5 TASK IV – RECORD KEEPING AND REPORTS/REMITTANCE OF FEES**

- (a) The Operator shall maintain records of all Fields activity on site in its management offices in both paper and electronic format approved by the COTR. These records shall be open for inspection or audit by Events DC at any time, during normal business hours.
- (b) Every two (2) weeks, the Operator shall submit a report (“Field Operations Report”) on all activity at the Fields during the previous two (2) weeks. The Field Operations Report shall provide a list for each activity at the minimum detailing the following:
  - i. Type of Program

- ii. Fees Received
  - iii. Number of Attendees
  - iv. Point of Contact
  - v. Incidents, complaint, and concerns
- (c) Within ten (10) calendar days after the end of each calendar month, Operator shall deliver to Events DC a report summarizing the gross receipts for rental of the Fields during the preceding month (“Accounting Report”). Operator shall remit the rental fees to Events DC’s concurrently with the submission of the Accounting Report.
- (d) When an incident occurs on the RFK Fields Complex, the Lead Operations Manager on duty must immediately notify the COTR and complete an incident report within 24 hours of the incident; the incident report must be as detailed as possible.
- (e) In the event Events DC is not satisfied with the Field Operations Reports and/or Accounting Reports submitted by the Contractor as provided for herein, Events DC shall have the right to audit the books and records required to be made and preserved by the Operator, using an auditing office or agency of Events DC’s choice. If such audit shows an underpayment by Operator of the required rental fees, the Operator shall promptly pay to Events DC the amount owed, plus interest thereon at the rate of four (4%) per annum from the date the underpayment took place, and the cost of the audit. The Operator shall not absorb such charges as a direct operating cost

## **C.6 EXCEPTIONS/EXCLUSIONS**

- (a) Events DC shall be responsible for the general maintenance and upkeep of the RFK Fields Complex, including groundskeeping, facility repairs, waste management and recycling services, and security services. Operator shall remove equipment and clear trash and debris from the Fields after each use and shall report any facility-related issues to Events DC as set forth in **Section C.3(f)** but shall not be responsible for general facility maintenance.
- (b) From time to time Events DC will book Events at the RFK Fields Complex, such as festivals, concerts, markets, entertainment events and certain sports events or tournaments (“Third Party Events”) and/or hold its own events on the property (“Events DC Programming”). Events DC shall be solely and exclusively responsible for scheduling Third Party Events and Events DC Programming and shall receive all revenue from such Events. Events DC shall “black-out” the dates it schedules Events, and Operator shall not be permitted to schedule Amateur Sports Programs or Community Uses on such black-out dates.
- (c) The Operator shall not be permitted to solicit or negotiate any sponsorship or partnership opportunities as related to the Fields (e.g., naming rights of the Fields), and shall not receive any revenue from any such sponsorship or partnership agreements entered into by Events DC.

## **C.7 TRAINING REQUIREMENTS**

- (a) Prior to commencing any service, Operator shall provide all staffing with a mandatory new-hire training session. The mandatory training shall cover the following topics:
- i. Customer Service
  - ii. Knowledge of the Fields and Fields Procedures

- iii. Emergency Procedures
- iv. First Aid, CPR and AED

- (b) The Operator shall provide the COTR with documentation certifying that each employee/volunteer scheduled to work has completed all the required trainings.

## **C.8 UNIFORMS AND EQUIPMENT**

- (a) The Operator shall provide all staff with uniforms and all equipment necessary to perform the Work. The Operator shall be responsible for all costs associated with repairing, replacing and cleaning the uniforms.
- (b) The Operator will be provided with an office at RFK Stadium to conduct its operations. The Operator shall be responsible for providing its own office furniture, office supplies and equipment.
- (c) Events DC will provide certain customary Field-related equipment such as goals, bases, mounds, cones, etc. Operator and/or the Fields users must supply any other necessary equipment or tools (e.g., balls, sideline benches or other accessories). The Operator shall be responsible for maintaining, repairing or replacing any Operator-provided supplies and equipment.

## **C.9 STAFFING AND KEY PERSONNEL**

- (a) The Operator shall provide the staffing, organization and expertise required to perform the Work. It is expected that Operator will have full-time staff dedicated to the Work, and Operator may not rely solely on volunteers to perform the Work.
- (b) The Operator's Key Personnel shall include, at a minimum, a dedicated Lead Operations Manager who shall serve as the liaison between the Operator and the COTR and shall be responsible for coordinating, overseeing and managing day-to-day activities. The Lead Operations Manager shall be responsible for managing all full time, part-time and volunteer staff and addressing all on-site issues that may arise. The Lead Operations Manager shall be responsible for all administrative responsibilities related to the staff and services (i.e., hiring and terminating, scheduling staff, providing appropriate training, administering disciplinary measures, required reports, attending meeting with the COTR, etc.)
- (c) The Operator is required to notify the COTR of any changes to its Key Personnel. Any personnel changes that, in Events DC's sole discretion, could result in a decline in the performance of the Operator may result in the termination of the Contract.
- (d) The Operator shall not subcontract any of the services to any subcontractor without the prior written consent of the COTR. Any service so subcontracted shall be performed pursuant to a subcontract agreement, which the COTR will have the right to review and approve prior to its execution by the Operator. Any such subcontract shall specify that the Operator and the Subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the COTR, the Operator shall remain liable to Events DC for all services required hereunder.

**[End of Section C]**

## SECTION D - CONTRACT TERM, DELIVERABLES AND PERFORMANCE

### D.1 TERM OF CONTRACT

- (a) The Base Term of the Contract shall be from date of award through September 30, 2019.
- (b) Events DC has the right to extend the term of the Contract for Four (4) one-year Option periods, or successive fractions thereof, by written modification to the Contract before expiration, provided that Events DC gives the Operator preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit Events DC to an extension. The Operator may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the COTR prior to expiration of the Contract. The exercise of an Option is subject to the availability of funds at the time the Option is exercised.
- (c) Services to be required will be determined at the time each Option is exercised.
- (d) If Events DC exercises an Option, the Contract shall be considered to include the Option provision.

### D.2 DELIVERABLES

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

DELIVERABLE	METHOD OF DELIVERY	DUE DATE	TO WHOM
Fields Operations Reports	Electronic	Every 2 weeks	COTR
Incident Reports	Electronic	Within 24 hours of incident	COTR
Policies and Procedures	Electronic	No later than 30 calendar days after Contract start date	COTR
Fee Schedule	Electronic	No later than 30 calendar days after Contract start date	COTR
Ramp-Up Schedule	Electronic	No later than 30 calendar days after Contract start date	COTR
Scheduling Software	Electronic	TBD	COTR
Accounting Report	Electronic	Monthly	COTR
Invoices	Electronic	Monthly	COTR and <a href="mailto:Invoices@eventsdc.com">Invoices@eventsdc.com</a>

### **D.3 PERFORMANCE**

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 or inadequate performance as otherwise determined by Events DC in its reasonable discretion.

**[End of Section D]**

## SECTION E - SPECIFIC CONTRACT PROVISIONS/SPECIAL CONTRACT REQUIREMENTS

### 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 PUBLICITY

The Operator shall at all times obtain the prior written consent of the Contracting Officer before it, any of its officers, agents, or employees, 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 information collected under this Contract.

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

The Operator shall be bound by the Wage Determination No. 2015-4281, Revision 9, January 10, 2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section L of this solicitation. The Operator shall be bound by the wage rates for the term of the contract. If an option is exercised, the Operator shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Operator may be entitled to an equitable adjustment.

### E.4 INSURANCE

Prior to the commencement of any Work, the Operator shall obtain, and shall maintain throughout the term of the Contract, the following insurance coverage at its sole cost and expense:

- (a) **Commercial general liability insurance**, written on an occurrence basis, at limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury and property damage liability, including broad form coverage for property damage, products-completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor's liability and contractual liability.
- (b) **Umbrella liability insurance** (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least \$5,000,000.
- (c) **Automobile liability insurance** in the amount of at least \$1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.

- (d) **Workers' compensation insurance** at statutory limits, and employer's liability coverage at limits of at least \$100,000 per occurrence for bodily injury by accident and \$100,000 per employee for bodily injury by disease, \$500,000 policy limit.
- (e) **All-risk property insurance** to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Operator and its subcontractors.
- (f) **Fidelity bond/crime insurance** covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of not than \$1,000,000 for each claim.
- (g) **Errors and omissions/professional liability insurance** at limits of at least \$5,000,000 per claim and \$5,000,000 aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of this Contract.
- (h) **Technology and telecommunications liability insurance** at limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, for claims resulting from a failure of computer security, theft or disclosure of confidential information, unauthorized access, unauthorized use, service attack, transmission of a computer virus, failure to protect personally identifiable or confidential information, and potential or actual violation of a privacy regulation.

All insurance policies shall be issued by companies licensed to do business in the District of Columbia and on forms acceptable to Events DC and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Events DC. All insurance shall be primary and not contributory. All insurance policies shall be written by companies with an A.M. Best Co. rating of A+ VII or better and shall contain a waiver of subrogation in favor of Events DC. The policies described in (A), (B), (C) and (H) above shall each contain an endorsement to include the Washington Convention and Sports Authority t/a Events DC as additional insured. The additional insured endorsements shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. The insurance policies described in (E), (F) and (G) above shall each name Events DC as loss payee. Certificates of insurance (or copies of policies, if required by Events DC) for the coverages described herein shall be furnished to Events DC prior to commencing work and shall state that Events DC is an additional insured or loss payee as prescribed herein.

The Operator 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 Operator to stop work pending such compliance.

The Operator 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 Operator 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 Operator 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 Operator, 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 Operator or any subcontractor, and shall survive the termination of this Contract. Events DC agrees to give Operator written notice of any claim of indemnity under this section. Additionally, Operator shall, at its own expense, control the defense or settlement of such claim with counsel satisfactory to Events DC, provided that Operator 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 Operator under the Contract to satisfy any outstanding claim which Events DC may have against the Operator.

#### **E.6 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, D.C. Code § 2-532 (a-3), requires Events DC to make available for inspection and copying any record produced or collected pursuant to a Events DC contract with a private contractor to perform a public function, to the same extent as if the record were maintained by Events DC. If the Operator receives a request for such information, the Operator 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 Operator pursuant to the Contract, the COTR will forward a copy to the Operator. In either event, the Operator 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 Operator for the costs of searching and copying the records in accordance with D.C. Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

#### **E.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, the Operator and any of its subcontractors shall comply with the Americans with Disabilities Act ("ADA"; 42 U.S.C. 12101 et seq.).

#### **E.8 LIVING WAGE ACT OF 2006**

During the performance of the Contract, the Operator and any of its subcontractors shall comply with The Living Wage Act of 2006, codified at DC Official Code §§ 2-220.03 (a) – (b).

**[End of Section E]**

## **SECTION F - CONTRACT CLAUSES**

### **F.1 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Operator relating to any employee or Licensee of Events DC must be kept in absolute confidence and shall not be used by the Operator 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.

### **F.2 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **F.3 CONTINUITY OF SERVICES**

The Operator recognizes that the services to be provided under the contract are vital to Events DC and must be continued without interruption and that, upon contract expiration or termination, a successor (either Events DC or another contractor), may at Events DC option, continue to provide these services. To that end, the Operator will be required to:

- (a) Cooperate fully with Events DC and any successor contractor to effect an orderly and efficient transition to the successor contractor.
- (b) In conjunction with Events DC and the successor contractor, develop a comprehensive transition and succession plan, which plan shall be submitted to Event DC's Contracting Officer for review and approval.
- (c) Provide transition services for up to ninety (90) days after the expiration of the Contract (the "Transition Period").

**[End of Section F]**

## SECTION G - SUBMISSION INSTRUCTIONS

### G.1 OVERVIEW

All Offerors must submit responses in both hard copy format and electronically via APEX to be considered for this award. The responses must be prepared as 2 separate documents, one titled “Technical Proposal,” with 7 parts as detailed in **SECTION H -** , and a separate document titled “Cost Proposal” as detailed in **Section I**.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

### G.2 HARD COPY SUBMISSION REQUIREMENTS

(a) Hard copy responses must be typewritten in 12 point font size on 8.5” by 11” paper. E-mail or facsimile proposals will not be accepted.

(b) 1 original and 5 copies of the hard copy response must be submitted to:

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

(c) The Technical Proposal and the Cost Proposal are to be prepared as separate documents submitted in two (2) envelopes. The envelope must be sealed and conspicuously marked with the following: Proposal in Response to RFP No. [19-S-134-556] –**RFK Fields Complex Operator**.

### G.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, Preliminary Subcontracting Plan (if any) and completed Cost Proposal into this Tab; and
6. **Summary Tab:** Transmit proposal electronically by selecting the “Submit Quote” button.

(c) Further information regarding APEX submissions can be found in the “Vendor Quick Reference Guide - Responding to Solicitations in APEX” found in the Attachments Tab.

- (d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid # [19-S-134-556]. **The status will show as “submitted” if the proposal was successfully submitted or “in-progress” if additional action is required.**

#### **G.4 PROPOSAL DUE DATE**

Proposals both hard copy and electronic submissions are due no later than **3:00 PM on Friday, April 5, 2019.**

#### **G.5 AMENDMENTS**

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

#### **G.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)."*

#### **G.7 PROPOSAL PROTESTS**

- (a) 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:
1. The name and address of the protester;
  2. Appropriate identification of the procurement, e.g., the solicitation number and if a contract has been awarded, its number;
  3. A statement of reasons for the protest; and
  4. 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.
- (b) Protests will be reviewed and decided in accordance with Section 309 of Events DC’s procurement regulations (19 D.C.M.R. 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.

- (c) The CAB shall hear and decide appeals from final decisions of Events DC and grant relief in accordance with D.C. 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.

## **G.8 RETENTION OF PROPOSALS**

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

## **G.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 Operator selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer may issue an additional request for best and final offers to all Offerors still within the competitive range.

**[End of Section G]**

## **SECTION H - 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 J** below. The Offeror must submit information in a clear, concise, factual and logical manner providing a comprehensive description of its technical qualifications.

### **H.1 TAB 1 – COMPANY PROFILE**

- (a) Company name, business address, telephone and fax number;
- (b) Year established (include former company names and year established, if applicable);
- (c) Type of ownership;
- (d) Whether the company is licensed to do business in the District of Columbia (if applicable) and possesses the professional licenses required by this RFP;
- (e) Primary company contact name, mailing address, email address, and telephone number;
- (f) If a certified joint venture is contemplated, provide the same information for each joint venture company.

### **H.2 TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL**

Offeror shall submit the following:

- (a) A description of the specialized experience and qualifications of Offeror's Key Personnel who will perform the Work, including the Lead Operations Manager. Include resumes and verification of any certifications; and
- (b) An organizational chart showing the management hierarchy and reporting relationships proposed for this Contract, the total number of employees/volunteers categorized by title and responsibilities, and the reporting relationship of any subcontractors that would be used for any portion of the scope of services.

### **H.3 TAB 3 – SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETENCE, AND COMPANY REFERENCES**

The Offeror shall set forth its experience in performing the Work detailed in **Section C**. This section must include the following:

- (a) The Offeror shall provide a written statement detailing at least five (5) years of experience scheduling and/or overseeing sports leagues, tournaments, camps, clinics and other recreational activities on multipurpose recreational fields, including any experience scheduling such activities for a variety of sports.

- (b) The Offeror must provide at least 3 business references for whom Offeror has provided services in the last 3 years (2018, 2017 and 2016) that can verify the Offeror's experience doing the Work described in **Section C**. For each reference Offeror must include the name, contact information, date(s) of service, and brief description of the service provided.

#### **H.4 TAB 4 – COMPANY'S TECHNICAL APPROACH**

The Offeror shall set forth a detailed technical plan for providing the services set forth in **Section C**, including the materials, tools, equipment, personnel and supervision, and quality control measures. The technical plan shall include, at a minimum:

- (a) Offeror's plan for managing and operating the Fields, including Offeror's approach to booking/scheduling the Fields and fulfilling the other management/operations duties;
- (b) Offeror's strategy for managing and scheduling various, competing groups interested in the Fields;
- (c) A description of any specialized tools, equipment or other technology Offeror will use in performing the Work
- (d) A description of Offeror's proposed cloud-based scheduling software; and
- (e) Offeror's plan for providing all necessary personnel and supervision, which must include the proposed process for staffing and deployment.

#### **H.5 TAB 5 – DISCLOSURES**

- (a) Offeror must certify in writing that it knows of no conflict between its interests and those of Events DC and it knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of Events DC;
- (b) Offeror must disclose if it is involved in litigation against Events DC or the District of Columbia;
- (c) Offeror must disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC; and
- (d) Offer must agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

#### **H.6 TAB 6 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

- (a) Offeror must submit a completed W-9 Form;
- (b) Offeror must submit a Tax Certification Affidavit (form located under the Attachments Tab in APEX);
- (c) Offeror must submit a Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX); and

(d) Offeror must submit a Disclosure Statement (form located under the Attachments Tab in APEX).

#### **H.7 TAB 7 – EXCEPTIONS**

The Offeror shall set forth any exceptions to the RFP or to any of the Standard Contract Provisions. Each exception shall be listed separately, followed by a detailed statement explaining the Offeror's justification for the exception. Review and acceptance of an exception and/or modification of the RFP shall be at the sole and absolute discretion of Events DC and shall be final. **Failure of the Offeror to request an exception shall be deemed a waiver of any and all future right to request such an exception.**

**[End of Section H]**

## **SECTION I - COST PROPOSAL**

### **I.1 PRICING**

Offerors shall submit a Cost Proposal that reflects its most competitive rates and shall set a Fixed Monthly Fee which includes the monthly rate to manage the Fields, all overhead costs, fringe benefits, general and administrative expenses, the scheduling software, and profit.

The Offeror may propose an alternative revenue share pricing model that will be evaluated as part of the offeror's cost proposal. At the time of Contract award, Events DC will decide which pricing is most advantageous.

### **I.2 OPTION YEAR PRICING**

The Offeror must include Option Year pricing in its Cost Proposal. An offer will be determined to be nonresponsive if it fails to include Option Year pricing. Offerors shall repeat the above pricing format for each option year noted. The escalation percentage, if any, shall be duly noted and shall not exceed 5% for each option year.

Option Year 1: 10/1/2019-9/30/2020

Option Year 2: 10/1/2020-9/30/2021

Option Year 3: 10/1/2021-9/30/2022

Option Year 4: 10/1/2022-9/30/2023

**[End of Section I]**

## SECTION J - EVALUATION FACTORS

### J.1 OVERVIEW

Events DC will make an 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**.

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

(a) **20 Points: Technical Proposal Tab 2 – “Qualifications and Experience of Key Personnel”**

This factor is based on the qualifications and relevant specialized experience of the Lead Operations Supervisor, as described in the resumes submitted by the Offeror.

(b) **30 Points: Technical Proposal Tab 3 – “Specialized and Significant Experience and Technical Competence of the Firm”**

Evaluation of this factor will be based on:

1. The Offeror’s detailed written statement outlining its experience scheduling and/or overseeing sports leagues, tournaments, camps, clinics, and other recreational activities; and
2. Feedback from the Offeror’s references.

(c) **30 Points: Technical Proposal Tab 4 – “Company’s Technical Approach”**

This factor will be evaluated based on the Offeror’s submission of a detailed technical plan for providing the services set forth in **Section C**, to include the materials, tools, equipment, personnel and supervision, and quality control measures, as set forth in **Section I.4** above.

### J.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:

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

If Events DC decides to evaluate an alternate price proposal, the price evaluation formula will be adjusted accordingly.

#### **J.4 CBE PREFERENCE**

Any Offeror seeking to receive preferences for this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- (a) Evidence of the Offeror's or joint venture's certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, 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.

#### **J.5 CBE PREFERENCE POINTS: 12 POINTS MAXIMUM**

Events DC will allocate a maximum of 12 preference points to qualified vendors in accordance with DC Code D.C. Code § 2-218.43 as follows:

- (a) 3 points for a small business enterprise;
- (b) 5 points for a resident-owned business;
- (c) 5 points for a longtime resident business;
- (d) 2 points for a local business enterprise;
- (e) 2 points for a local business enterprise with its principal office located in an enterprise zone;
- (f) 2 points for a disadvantaged business enterprise;
- (g) 2 points for a veteran-owned business enterprise; and
- (h) 2 points for a local manufacturing business enterprise.

#### **J.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.

#### **J.7 EVALUATION OF OPTION YEARS**

Events DC will evaluate the total price for all Option Years as well as the Base Term. Evaluation of Option Years shall not obligate Events DC to exercise them.

**[End of Section J]**

## SECTION K - LIST OF ATTACHMENTS

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

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

**[End of Section K]**