



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

**SALES AND BOOKING SERVICES AND VENUE CONSULTING SERVICES FOR
EVENTS DC ENTERTAINMENT AND SPORTS ARENA
REQUEST FOR PROPOSAL (RFP)**

APEX BID #18-S-033-477

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to serve as the sales and booking agent for Events DC's future Entertainment and Sports Arena and to provide certain other venue-related consulting services.

Interested parties can view a copy of the RFP by accessing Event DC's e-procurement website at www.wcsapex.com.

Key Dates

RFP Release Date:	February 26, 2018
Proposal Due Date:	3:00 PM EST, March 19, 2018
Pre-Proposal Conference:	9:00 AM EST, March 9, 2018

Primary Contact

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SECTION A - INTRODUCTION

- A.1 The Washington Convention and Sports Authority is an independent authority of the District of Columbia Government (“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 convention, trade shows, meetings, concerts, sporting and entertainment events, and other special events. In that regard, it owns, manages and/or operates, the Walter E. Washington Convention Center, Carnegie Library, Robert F. Kennedy Memorial Stadium (“RFK Stadium”) including its surrounding Festival Grounds and Skate Park, the non-military portions of the DC Armory, Gateway DC and the R.I.S.E. Demonstration Center.
- A.3 Events DC is currently partnering with the District and Monumental Sports and Entertainment to construct a new 118,000 square foot, 4,200 seat Entertainment and Sports Arena (“ESA”) on the St. Elizabeths campus in the Congress Heights neighborhood of Washington, DC. The ESA will serve as: (i) the home court for the WNBA Washington Mystics; (ii) the practice court for the NBA Washington Wizards, and (iii) a year-round venue for sports, entertainment and cultural events sponsored, managed or otherwise organized by Events DC. Construction is expected to be completed by Fall 2018. Draft seating matrixes and rigging points are include in the Attachments Tab. For more information please see www.esaontherise.com.
- A.4 Events DC is seeking an experienced firm to attract and book entertainment events at the ESA with a goal of maximizing revenue and positioning the ESA competitively in the marketplace. Offerors should note that Events DC intends to maintain its existing sales staff, and that the selected Contractor will focus primarily on booking concerts, comedy shows, national touring shows, musical performances and other similar entertainment events, while Events DC’s sales staff will focus on booking sporting, cultural, community, local/regional performances and other events. Events DC estimates that the selected Contractor (in conjunction with the Events DC sales staff) will have approximately 315 days per year available to book events. In addition to attracting and booking entertainment events, the selected Contractor will provide certain venue-related consulting services, particularly with respect to pre-opening support for the ESA and developing of operating plans for booking and managing the facility.
- A.5 Events DC will award a commission-based Contract for the sales and booking services and a firm, fixed price for the venue consulting services.

[End of Section A]

SECTION B - GENERAL INFORMATION

B.1 GENERAL DESCRIPTION OF WORK

- (a) Events DC seeks a qualified Contractor (the “Contractor”) to attract and book concerts, comedy shows, national touring shows, musical performances and other entertainment events at Events DC’s new ESA and to provide other venue-related consulting services.
- (b) The Contractor will conduct all work under the direction of Events DC’s designated on-site representative, the Contracting Officer’s Technical Representative (“COTR”). Contact information for the COTR will be provided at the time of Contract award.
- (c) Events DC contemplates award of a commission-based Contract for the sales and booking services, and a firm-fixed price for the venue consulting services, as set forth in **Section C**. The Base Term of the Contract will be from date of award through September 30, 2018 with four (4) one-year renewal Options. **See Section D.1.**
- (d) Vendors wishing to respond to this RFP (“Offerors”) must register in the Events DC procurement system, APEX (www.wcsapex.com). Responses must be submitted both electronically and via hard copy. **See Sections H through K.**

B.2 CONTRACTOR QUALIFICATIONS

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

- (a) Have at least five (5) years of experience conducting event sales/booking services for arenas, concert halls, or other similar sports or entertainment venues of comparable sizes and/or with comparable seating/attendance capacities to the ESA (experience may be from the company and/or its key personnel). Experience providing such services for comparable venues in the Mid-Atlantic region, and experience bringing a new venue onto the market is preferred;
- (b) Have at least five (5) years of experience providing event sales services for venue owner/operators (experience may be from the company and/or its key personnel);
- (c) Have experience booking regional and national entertainment acts; and
- (d) Have experience providing venue-related consulting services, including: (i) experience opening a new arena, concert hall, or other similar sports or entertainment venue of comparable size and/or with comparable seating/attendance capacity to the ESA; (ii) experience developing operating manuals, best practices templates and standard operating procedures; and (iii) experience conducting venue operating audits.

B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

- (a) A voluntary Pre-Proposal Conference/Site Visit (“Pre-Proposal Conference”) is scheduled for **9:00AM, EST March 9, 2018** or all prospective Offerors. Notification of intent to attend must be provided via e-mail to Kiara Short at kshort@eventsdc.com.

- (b) Prospective Offerors shall meet at the R.I.S.E. Demonstration Center, 2730 Martin Luther King, Jr., Avenue, SE, Washington, DC 20032. 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, and to provide Offerors the opportunity to tour the general area surrounding the ESA. Please note the ESA site is an active construction area, thus tours of the actual building will not be permitted. 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 close of business **5:00 PM EST Monday, March 16, 2018**. 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 SALES AND BOOKING SERVICES

- (a) This project requires a qualified, experienced Contractor to attract and book concerts, comedy shows, touring shows, musical performances and other similar entertainment events (“Entertainment Events”) at Events DC’s new ESA. Such sales services may include, but not be limited to:
1. Identifying and soliciting promoters, event organizers and other prospective Entertainment Event customers;
 2. Developing proposals to attract Entertainment Events to the ESA;
 3. Assisting Events DC with developing and implementing a marketing plan for booking Entertainment events at the ESA;
 4. Conducting appropriate due diligence on any potential Entertainment Event customers that may book events at the ESA;
 5. Negotiating the major terms (i.e., dates and price) of event bookings; provided however that all License Agreements shall be between Events DC and the customer, and Contractor shall not be a party thereto, as set forth in Section C.1(c) below;
 6. Informing Events DC of any technological, travel, hospitality or other riders that Events DC is expected to fulfill for all Entertainment Events booked by Contractor;
- (b) Events DC shall establish in its sole discretion the sales opportunities available for Contractor in respect of the ESA (e.g., available dates, what areas of the venue may be used, pricing, venue requirements for customers, etc.). Events DC and the Contractor shall work together in good faith to negotiate dates, pricing or other factors that may affect a potential booking; provided however, that (i) Events DC may modify its pricing, date availability or other such factors in its sole discretion; and (ii) no barter or in-kind arrangements may be offered without the prior written approval of Events DC in each instance.
- (c) All license agreements for booking the ESA must be in writing using Events DC’s standard form or other form acceptable to Events DC (“License Agreement”). Events DC shall be the signatory to all License Agreements and the Contractor shall have no authority to bind Events DC.
- (d) Contractor will keep Events DC regularly apprised of Contractor’s activities pursuant to the Contract, including, at a minimum, by (i) coordinating and participating in conference calls and/or in-person meetings when reasonably requested by Events DC, (ii) providing monthly a written sales reports detailing acts booked during the previous month, a list of potential customers Contractor intends to contact, and any other sales activities undertaken during the reporting period, and (iii) providing such other reports with such frequency as Events DC may reasonably request.

- (e) Contractor acknowledges and agrees that Events DC may be subject to certain exclusivity and similar restrictions set forth in existing agreements between Events DC and third parties, including, without limitation, Events DC's existing sponsors, strategic partners and vendors (collectively, "Existing Exclusivity Restrictions"). Contractor agrees to abide by any and all such Existing Exclusivity Restrictions to the extent such Existing Exclusivity Restrictions are communicated to Contractor.

C.2 VENUE CONSULTING SERVICES

In addition to the sales and booking services set forth in **Section C.1**, Contractor shall, as requested, provide various ESA venue-related consulting services, including the following:

- (a) Pre-opening support for the ESA, including:
 - 1. Developing operating pro forma(s);
 - 2. Developing benchmarking metrics and Key Performance Indicators (KPIs) to measure how effectively Events DC is achieving its ESA sales and other related business objectives;
 - 3. Assisting with staffing plans and vendor selection;
 - 4. Recommending operating supply inventory;
 - 5. Reviewing and commenting on reports and studies provided by Events DC's other consultants which affect venue operations and/or sales/booking efforts; and
 - 6. Conducting trial events and activities to test the operational readiness of the ESA.
- (b) Venue operations support to include developing operating manuals, best practices templates and standard operating procedures, including, but not limited to, the following topics:
 - 1. Booking and scheduling procedures;
 - 2. Box office procedures;
 - 3. House policies/Event planning guide (rules and regulations of use);
 - 4. Event space configuration;
 - 5. Energy management;
 - 6. Emergency and crisis planning;
 - 7. Data management and storage; and
 - 8. Preventative maintenance processes/schedules.
- (c) Operational audits, including recommendations on operating improvements that would enhance customer service to patrons, promote efficiency and cost savings, and increase the safety and security of the ESA.

C.3 CONTRACTOR STAFF & KEY PERSONNEL

- (a) The Contractor shall assemble a team of key personnel with the necessary qualifications to perform the services required under this Contract. The Contractor 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 Contractor may result in the termination of the Contract.
- (b) The Contractor 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 Contractor. Any such subcontract shall specify that the

Contractor and the Subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the COTR, the Contractor 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, 2018.
- (b) Events DC has the right to extend the term of the Contract for 4 one-year Option Periods, or successive fractions thereof, by written modification to the Contract before expiration, provided that Events DC gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit Events DC to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the COTR prior to expiration of the Contract. The exercise of an Option is subject to the availability of funds at the time the Option is exercised.
- (c) Services to be required will be determined at the time each Option is exercised.
- (d) If Events DC exercises an Option, the Contract shall be considered to include the Option provision.

D.2 DELIVERABLES

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

DELIVERABLE	METHOD OF DELIVERY	DUE DATE	TO WHOM
ESA Sales Report	Electronic/Hard Copy	Monthly	COTR
Pre-Opening Documents Including Operating Pro-Formas, KPIs and Benchmarking Materials	Electronic/Hard Copy	TBD	COTR
ESA Operating Manuals, Best Practices Templates and Standard Operating Procedures	Electronic/Hard Copy	TBD	COTR
Certificates of Insurance	Electronic	At the time of contract award	TBD
Invoices	Electronic	Monthly	COTR and Invoices@eventsdc.com

[End of Section D]

SECTION E - SPECIFIC CONTRACT PROVISIONS/ETHICAL PROVISIONS

E.1 STANDARD CONTRACT PROVISIONS

Events DC's Standard Contract Provisions (March, 2011) are located under the Attachments Tab of the APEX bid. In the event of a conflict between this RFP and the Standard Contract Provisions, the prevailing document shall be this RFP.

E.2 INSURANCE

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

- (a) **Commercial general liability insurance**, written on an occurrence basis, at limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury and property damage liability, including broad form coverage for property damage, products-completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor's liability and contractual liability.
- (b) **Umbrella liability insurance** (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least \$5,000,000.
- (c) **Automobile liability insurance** in the amount of at least \$1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.
- (d) **Workers' compensation insurance** at statutory limits, and employer's liability coverage at limits of at least \$100,000 per occurrence for bodily injury by accident and \$100,000 per employee for bodily injury by disease, \$500,000 policy limit.
- (e) **All-risk property insurance** to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Contractor and its subcontractors.
- (f) **Fidelity bond/crime insurance** covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of not than \$1,000,000 for each claim.
- (g) **Errors and omissions/professional liability insurance** at limits of at least \$5,000,000 per claim and \$5,000,000 aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of this Contract.
- (h) **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 Contractor shall immediately notify Events DC of cancellation or material modification of any policy. If the insurance provided is not in compliance with the requirements herein, Events DC may, at its option, require the Contractor to stop work pending such compliance.

The Contractor shall immediately report in writing to Events DC any incident that might reasonably be expected to result in any claim under any insurance required under this Contract. The Contractor shall cooperate fully with Events DC in the investigation and disposition of any claim arising out of the performance of this Contract.

E.3 INDEMNIFICATION

- (a) The Contractor shall defend, indemnify and save harmless Events DC, its directors, officers, agents, employees, and other representatives and, as applicable, the District of Columbia (each, an “Indemnified Party”), from and against any and all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), liabilities, judgments, demands, claims and damages of any kind arising from or relating to or as a consequence of any act, omission, neglect, breach or default of the Contractor, its agents, employees, or its subcontractors in connection with this Contract.
- (b) The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. Events DC agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall, at its own expense, control the defense or settlement of such claim with counsel satisfactory to Events DC, provided that Contractor shall not settle any claim which imposes upon an Indemnified Party any obligation, or in any way prejudices the rights of an Indemnified Party, without the Indemnified Party’s prior written consent. In addition to other remedies available to Events DC, Events DC may withhold or retain monies due or to become due to the Contractor under the Contract to satisfy any outstanding claim which Events DC may have against the Contractor.

[End of Section E]

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1 PUBLICITY

The Contractor shall at all times obtain the prior written consent of the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, makes any statement, or issues any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

F.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code § 2-532 (a-3), requires Events DC to make available for inspection and copying any record produced or collected pursuant to a Events DC contract with a private contractor to perform a public function, to the same extent as if the record were maintained by Events DC. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the Events DC FOIA Officer. If Events DC receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The Events DC FOIA Officer will determine the releasability of the records. Events DC will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

F.3 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

F.4 LIVING WAGE ACT OF 2006

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

[End of Section F]

SECTION G - CONTRACT CLAUSES

G.1 CONFIDENTIALITY OF INFORMATION

Except for such disclosure as Contractor determines in good faith is necessary to its employees and advisors or required by law, regulation or judicial or governmental order or decree, Contractor shall not, without the prior written consent of Events DC, publicly disclose or publicize in any manner any of the specific terms of this contract or any of the information furnished pursuant to this contract which is designated as or should be reasonably understood to be considered confidential by Events DC.

G.2 TIME

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

[End of Section G]

SECTION H - SUBMISSION INSTRUCTIONS

H.1 OVERVIEW

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

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

H.2 HARD COPY SUBMISSION REQUIREMENTS

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

Washington Convention and Sports Authority
Office of Contracting and Procurement, East 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 one (1) envelope. The envelope must be sealed and conspicuously marked with the following: Proposal in Response to RFP No. [18-S-033-477] – **Sales and Booking Services and Venue Consulting Services for Events DC Entertainment and Sports Arena**.

H.3 APEX ELECTRONIC SUBMISSION REQUIREMENTS

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

- (d) You may confirm whether your submission has been successfully transmitted to Events DC by logging into APEX and opening Bid #18-S-033-477. **The status will show as “submitted” if the proposal was successfully submitted or “in-progress” if additional action is required.**

H.4 PROPOSAL DUE DATE

Proposals are due no later than **3:00pm, EST March 19, 2018**

H.5 AMENDMENTS

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

H.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

H.7 PROPOSAL PROTESTS

All protests by an Offeror or contractor aggrieved in connection with this solicitation or the award of contract hereunder must be made in writing to Events DC’s Director of Contracts and Procurement within seven (7) business days after the protester knew or should have known of the facts giving rise thereto. Protests shall be served on Events DC by obtaining a written and dated acknowledgment of receipt from the Contracting Officer. Protests served on Events DC after the seven-day period will not be considered. To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include, at a minimum, the following:

- (a) The name and address of the protester;
- (b) Appropriate identification of the procurement, e.g., the solicitation number and if a contract has been awarded, its number;
- (c) A statement of reasons for the protest; and
- (d) Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case, the expected availability date should be indicated.

Protests will be reviewed and decided in accordance with Section 309 of Events DC’s procurement regulations (19 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.

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.

H.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.

H.9 BEST AND FINAL OFFERS

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

SECTION I - TECHNICAL PROPOSAL

The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the Offeror's capability to meet the requirements of **Section C** and to demonstrate how the Offeror meets the evaluation criteria in **Section I** below. The Offeror must submit information in a clear, concise, factual and logical manner providing a comprehensive description of its technical qualifications.

I.1 TAB 1 – COMPANY PROFILE

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

I.2 TAB 2 – QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Identify the specific individuals who will be assigned to the Contract. Include a resume for each individual that is named. Clearly indicate the number of years of experience of each individual, including experience with comparable projects. Identify the Project Manager, other key personnel if any, and the roles of each of the key personnel. Include an organizational chart showing the management hierarchy proposed for this Contract and the reporting relationship of any subcontractors that would be used for any portion of the scope of services.

I.3 TAB 3 – SPECIALIZED AND SIGNIFICANT EXPERIENCE, TECHNICAL COMPETENCE, AND COMPANY REFERENCES

The Offeror shall set forth its experience in performing the work detailed in **Section C**, including the following:

- (a) The Offeror must detail its experience conducting event sales/booking services, including its experience prospecting events/customers, creating and producing sales presentations/pitches, conducting negotiations, and closing deals. Offeror shall provide at least 3 examples of events/acts it has booked for other venues.
- (b) The Offeror must detail its experience conducting events sales/booking services for venues comparable to the ESA. Offeror should include any experience booking entertainment events in the Mid-Atlantic region, and any experience bringing a new venue onto the market.
- (c) The Offeror must detail its experience providing venue-related consulting services, including its experience (i) opening a new arena, concert hall, or other similar sports or entertainment venue of comparable size and/or with comparable seating/attendance capacity to the ESA; (ii)

developing venue-related operating manuals, best practices templates and standard operating procedures; and (iii) conducting venue operating audits.

- (d) Offeror must provide at least 3 business references for whom Offeror has provided services in the last 3 years that can verify the Offeror's experience providing sales/booking services, described in **Section C.1**; and at least 3 business references for whom Offeror has provided services in the last 3 years that can verify the Offeror's experience providing venue-related consulting services, described in **Section C.2** (a reference for services in Section C.1 and C.2 may be the same if Offeror provided both services to the reference). For each reference Offeror must include the name, contact information, date(s) of service, and brief description of the service provided.

I.4 TAB 4 – COMPANY'S TECHNICAL APPROACH

The Offeror shall outline its plan for providing the services set forth in **SECTION C - Section C**, including the following:

- (a) A description of Offeror's general method/style/approach to conducting event sales/booking services;
- (b) A description of how Offeror identifies and solicits potential events/customers;
- (c) A description of Offeror's approach to conducting event sales negotiations and how Offeror closes a deal;
- (d) A description of how Offeror will coordinate and collaborate with Events DC's sales team in managing bookings at the ESA;
- (e) A description of Offeror's approach to providing services related to opening a new venue, and how Offeror will help guide Events DC through the process of opening the ESA;
- (f) A description of Offeror's method/style/approach to conducting the venue-related consulting services set forth in **Section C.2**;
- (g) Identification of any subcontractors; and
- (h) A description of the necessary materials, tools, equipment, personnel and supervision Offeror will employ to provide the services set forth in **Section C**.

I.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 whether the Offeror 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) Offeror must agree to promptly update Events DC upon learning of facts or circumstances rendering inaccurate these disclosures.

I.6 TAB 6 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

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

I.7 TAB 7 – EXCEPTIONS

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

[End of Section I]

SECTION J - COST PROPOSAL

J.1 PRICING

- (a) Offerors shall submit a cost proposal that provides a commission rate for the sales/booking services set forth in **Section C.1**, which commission rate shall be a percentage of the rental fee Events DC will receive for an event booked by Offeror. Offeror shall also provide a proposed cost for other sales/booking related expenses, if applicable (e.g., copies, materials, travel expenses, mock-ups, renderings, etc.). The final amount and categories of reimbursable expenses will be negotiated with the selected Contractor.
- (b) Offerors shall also submit a Firm Fixed Price (FFP) for the venue-related consulting services set forth in **Section C.2**.

J.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.

J.3 COST PROPOSAL FORM

The required Cost Proposal forms are specified below and are available in the “Attachment” Tab in the APEX bid. Offeror shall submit the following forms:

- (a) A completed Cost Proposal form for the Base Term;
- (b) A completed Cost Proposal form for each Option Year;
- (c) Any project-related expenses, additional charges and/or reimbursement expenses the Offeror would seek, including the method of determining those charges.

[End of Section J]

SECTION K - EVALUATION FACTORS

K.1 OVERVIEW

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

K.2 TECHNICAL EVALUATION: 80 POINTS MAXIMUM

(a) **25 Points: Technical Proposal Tab 2 – “Qualifications and Experience of Key Personnel”**

This factor is based on the submission of resumes and relevant experience of the Key Personnel, specifically:

1. The experience and qualifications of the proposed Project Manager/Supervisor; and
2. The experience and qualifications of the proposed Key Personnel;

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

This factor will be evaluated based on the Offeror’s experience providing the services set forth in **Section C** and the business references.

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

This factor will be evaluated based on a qualitative assessment of the information set out in Tab 4 of the Technical Proposal.

K.3 PRICE EVALUATION: 20 POINTS MAXIMUM

The price evaluation will be objective and will be evaluated as follows:

(a) **10 Points: Commission Rate for ESA Sales and Booking Services**

The Offeror with the highest commission rate will receive the maximum price points. All other Offerors will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Offeror's proposed commission rate (x) weight}}{\text{Highest commission rate}} = \text{evaluated Commission Price score}$$

(b) **10 Points: Firm Fixed Price for ESA Venue-Related Consulting Services**

The Offeror with the lowest total price will receive the maximum price points. All other Offerors will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

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

K.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.

K.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.

K.6 PREFERENCES FOR CERTIFIED JOINT VENTURES

When the DSLBD certifies a joint venture, the certified joint venture will receive preference as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

K.7 EVALUATION OF OPTION YEARS

Events DC will evaluate the Phase 2 Labor-Hour Rates and Commission Rate proposal for all Option Years. Evaluation of Option Years shall not obligate Events DC to exercise them.

[End of Section K]

SECTION L - LIST OF ATTACHMENTS

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

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

[End of Section L]