



Washington Convention and Sports Authority
801 Mount Vernon Place, NW
Washington, D.C. 20001

INTERNATIONAL AND NATIONAL SPORTS & ENTERTAINMENT BUSINESS DEVELOPMENT SUPPORT SERVICES

REQUEST FOR PROPOSAL (RFP)

APEX BID #21-S-037-673

The Washington Convention and Sports Authority (t/a Events DC) is soliciting proposals from qualified firms to provide comprehensive support when responding to international and national sports and entertainment event solicitations or bids and international destination marketing to enhance Events DC's efforts to attract and secure international and national sporting and entertainment events to Washington, D.C., as well as, raise awareness for the city on a global scale.

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

Key Dates

RFP Release Date:	Thursday, January 6, 2021
Virtual Pre-Proposal:	11:00 AM EST, Tuesday, January 19, 2021
Question & Answer Ends:	03:00 PM EST, Tuesday, January 26, 2021
Proposal Due Date:	03:00 PM EST, Monday, February 8, 2021

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SECTION A - INTRODUCTION

- A.1** The Washington Convention and Sports Authority is an independent authority of the District of Columbia government (the “District”) and operates as a corporate body with a legal existence separate from the District. The Authority trades as Events DC and is governed by a twelve-member Board of Directors appointed in accordance with D.C. Official Code §10-1202.05. Its day-to-day operations are managed by its President/Chief Executive Officer.
- A.2** Events DC has the responsibility to, among other things, promote, develop and maintain the District as a location for conventions, trade shows, meetings, concerts, sporting and entertainment events, and other special events. In that regard, it owns, manages and/or operates the Walter E. Washington Convention Center, the Carnegie Library at Mt. Vernon Square, Robert F. Kennedy Memorial Stadium and its surrounding campus (which includes the Festival Grounds, the Fields at RFK Campus, and Skate Park), the non-military portions of the District of Columbia Armory, Gateway DC, the R.I.S.E. Demonstration Center, Nationals Park, and the Entertainment and Sports Arena (collectively the “Facilities”).
- A.3** Events DC is seeking qualified firms (the “Contractor”) to provide comprehensive support when responding to international and national sports and entertainment event solicitations or bids, which will include, marketing, communications and logistics services to plan, promote and enhance Events DC’s efforts to attract and secure international and national sports and entertainment events to Washington, DC, as well as, raise awareness for the city on a global scale through international destination marketing. Events DC, on behalf of the District, drives economic impact through tourism by hosting significant events. Events DC intends to increase awareness of our response to solicitations or bids, such as the 2026 FIFA World Cup, to garner public support and to attract international events and visitors.
- A.4** Events DC intends to award multiple Labor-Hour Contracts through Task Orders for the services described herein. The selected Contractor(s) shall be responsible for the provision of all management services, equipment, materials, and labor required to provide such services, on an as-needed basis.

[End of Section A]

SECTION B - GENERAL INFORMATION

B.1 GENERAL DESCRIPTION OF WORK

- (a) Events DC seeks one (1) or more Contractor(s) to provide full-scale support in attracting international and national sporting and entertainment events through formal responses to solicitations or bids which will include marketing, communications and logistics services. In addition, the services shall encompass international destination marketing, which will include services to plan, promote and enhance Events DC's efforts to attract and secure international and national sporting and entertainment events to Washington, D.C. and to raise awareness for the city on a global scale in collaboration with Events DC's Business Development and Communications and Marketing Departments in accordance with the specifications/scope of work identified in this solicitation (the "Work").
- (b) The Contractor(s) 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 the award of one (1) or more Labor-Hour contracts (each, a "Contract") for the Work detailed in **Section C**. The Base Term of each Contract will be Date of Award to September 30, 2021 with four (4) one-year renewal Option Years. **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 electronically.
- (e) Offerors may propose to provide Work for one (1) or two (2) Tasks listed in **Sections C.1.1 or C.1.2** below. Offerors should clearly specify each Task for which it is submitting a proposal.

B.2 CONTRACTOR MINIMUM QUALIFICATIONS

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

- (a) Possess a minimum of ten (10) years of documented experience developing marketing and communications strategies and designing and implementing marketing campaigns for attracting and/or promoting international and national sports and entertainment industries;
- (b) Provide and employ in-house a Senior Level Executive, Project Manager, and Creative Director as key personnel that each have, individually, at least ten (10) years of documented experience providing the Work described in this RFP. Current resumes of all key personnel must be included with the submission of the proposal package;
- (c) Have developed and implemented a marketing and communications strategy for multiple international sporting events (such as FIFA World Cup, Olympics, Special Olympics) and/or significant national sporting events (such as MLB All-Star, NFL Draft, NBA All-Star, NCAA Final Four, MLS All-Star, etc.) with documented success in the past four (4) years;
- (d) Have worked on RFP or bid responses for international sporting events (such as FIFA World Cup, Olympics, Special Olympics) and/or significant national sporting events (such as MLB All-Star, NFL Draft, NBA All-Star, NCAA Final Four, MLS All-Star, etc.) with documented success within the past four (4) years;

- (e) Employ in-house Senior Executive staff, to include but not limited to Owner, President, Vice President or C-Suite level with established global relationships in the sports and entertainment industries with documented collaborative experience providing the Work described in this RFP;
- (f) Be able to provide relevant case studies and/or examples in the areas of global sports and entertainment events that demonstrate the Work as identified in **Section I.3**; and
- (g) Perform all Work in conformance with applicable federal, state and District laws, codes and regulations.

B.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

- (a) A Virtual Pre-Proposal Conference through Zoom or equivalent online video collaboration platform is scheduled for **11:00 AM EST, Tuesday, January 19, 2021** for all prospective Offerors. Notification of intent to attend must be provided via e-mail to Andrea Lennon at alennon@eventsdc.com no later than **3:00 PM EST, Friday, January 15, 2021**. Attendance is strongly encouraged, but not mandatory. Virtual meeting details will be provided with attendance confirmation.
- (b) 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 close of business **3:00 PM EST Tuesday, January 26, 2021**. 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 and accurate proposal, or if the lack of a copy of the response would be prejudicial to any other prospective Offeror.

[End of Section B]

SECTION C - SCOPE OF WORK

C.1 GENERAL REQUIREMENTS

Events DC seeks one (1) or more Contractor(s) to provide full-scale support in attracting national and international sports and entertainment events through formal responses to solicitations or bids. Events DC, on behalf of the District, drives economic impact through tourism by hosting significant events. Events DC intends to increase awareness of our response to solicitations or bids, such as the 2026 FIFA World Cup, to garner public support and to attract international events and visitors. The Contractor will assist to promote and enhance the major national and international events taking place in Washington, D.C., including those events that Events DC is actively bidding on (i.e., 2026 FIFA World Cup). The Contractor will conduct international destination marketing by conceptualizing, developing, and implementing a global marketing and communications strategy to promote Washington, D.C. as a sports tourism destination with key events rights holders. The Contractor(s) must be able to perform all of the tasks listed in **Sections C.1.1 and C.1.2** below. The Work performed by the Contractor shall include, but is not limited to, the following:

C.1.1. TASK 1: RESPONSE TO NATIONAL AND INTERNATIONAL SPORTING EVENTS SOLICITATIONS OR BIDS

- (a) The Contractor(s) shall implement strategies to attract international and national sporting or entertainment events through formal response to solicitations or bids and promote and enhance the major international and national events taking place in Washington, D.C., including those events that Events DC is actively bidding on, such as, the 2026 FIFA World Cup.
- (b) The Contractor(s) shall assist Events DC with response development for national and international sporting event solicitations or bids, which shall include, but not be limited to:
 - i. Creative direction;
 - ii. Graphic design (logos, diagrams, collateral, merchandise, signage, banners, etc.);
 - iii. Video production;
 - iv. Photography;
 - v. Environmental renderings (2-D and 3-D);
 - vi. Marketing and communications campaign strategy;
 - vii. Writing/copywriting;
 - viii. Project management;
 - ix. Volunteer recruitment strategy;
 - x. Presentation development; and
 - xi. Other requirements as dictated by the specific solicitations or bids.
- (c) The Contractor(s) shall be prepared to provide expert guidance on strategic tactics to best position Washington, D.C. with the rights holder, which could include:
 - i. Marketing and communications campaigns;
 - ii. Development of thought leadership pieces;
 - iii. Utilize global network to connect Washington, D.C. representatives;
 - iv. Placing Washington, D.C. key stakeholders on panels; and
 - v. Other tactics to be defined later.
- (d) Specific to Washington, D.C.'s bid for the 2026 FIFA World Cup, the Contractor shall develop and implement a multi-faceted strategic and innovative marketing plan ("Marketing Plan") to promote the "Washington, D.C. 2026 FIFA World Cup" brand identity regionally and generate opportunity to host

a variety of soccer activity in the city.

- (e) The Contractor shall provide strategic counsel, creative direction, project timeline management and tactical media planning. The services to be performed shall include, but not be limited to:
 - i. Collateral development and messaging, including sales promotions and campaigns, to promote Washington, D.C. services and venues;
 - ii. Social and new media (such as augmented reality, virtual reality, e-sports and advance website technology) outreach to promote activities;
 - iii. Secure profiles and interviews with general market and industry publications;
 - iv. General outreach and marketing campaign support;
 - v. Promotion of events and initiatives to interested stakeholders via earned and new media;
 - vi. Design, production, and distribution of collateral materials, including revising them as necessary, consistent with brand guidelines;
 - vii. Attend strategy meetings with key members of Events DC staff;
 - viii. Purchase advertising on behalf of Events DC. Advertising purchases may also include ad hoc media buys on social media and search engines; and
 - ix. Development, coordination, and outreach to potential clients around specific high-profile events and programs identified by Events DC.

C.1.2 TASK 2: INTERNATIONAL DESTINATION MARKETING

- (a) The Contractor shall conceptualize, develop and implement a global marketing and communications strategy to promote Washington, D.C. as a sports tourism and major sports and entertainment event destination. Events DC, on behalf of the District, drives economic impact through tourism by hosting significant events and intends to attract international events and visitors through a targeted global outreach.
- (b) The Contractor shall assist Events DC with developing and implementing international destination marketing strategies, primarily through sports and entertainment. The services to be performed shall include, but are not limited to, the following:
 - i. Identify target markets (countries, cities, etc.) based on research and data that will drive tourism, economic growth and hosting opportunities for major events in Washington, D.C.;
 - ii. Identify properties within the target markets to provide the most visibility and relationships (event rights holders, international governing bodies for sports, teams, clubs, venues, events, etc.);
 - iii. Property asset identification and negotiation; and
 - iv. Program implementation. Please note, the development and implementation timeline will be based on the effects of the COVID-19 pandemic.

C.2 STRATEGIC MARKET RESEARCH

Each task should be based on available market research (past advertising results, the current market, and any additional resources the Contractor determines applicable) and adhere to the tactical sales strategies and goals as communicated by the COTR.

C.3 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be responsible for all travel related expenses including transportation, housing, and meals.

- (b) The Contractor shall be responsible for all supervision, labor, and equipment required to perform and complete the Work.

C.4 CONTRACTOR STAFF & KEY PERSONNEL

- (a) The Contractor(s) shall provide personnel possessing the necessary minimum experience to perform the Work required under this Contract.
- (b) “Key Personnel” shall include, at a minimum:
 - i. A Senior Level Executive with ten (10) or more years of related consultative/public relations/marketing experience working on internationally and nationally recognized sports and entertainment events;
 - ii. A Project Manager with ten (10) or more years of related consultative/public relations/marketing experience working on internationally and nationally recognized sports and entertainment events; and
 - iii. A Creative Director with ten (10) or more years of experience working on internationally and nationally recognized sports and entertainment events.
- (c) The Contractor must employ all Key Personnel in-house.
- (d) The Contractor shall be able to provide a project team with public relations and marketing experience working on internationally and nationally recognized sporting and entertainment events:
 - i. Account Executive with five (5) years of experience;
 - ii. Design Manager with five (5) years of experience;
 - iii. Digital Marketing Manager with five (5) years of experience;
 - iv. Project Coordinator with three (3) years of experience;
 - v. Editor/Copywriter with three (3) years of experience;
 - vi. Videographer with three (3) years of experience;
 - vii. Graphic Designer with three (3) years of experience;
 - viii. (For Task 1) Environmental Designer with 2D and 3D rendering capability and three (3) years of experience;
 - ix. (For Task 1) Experiential Designer with three (3) years of experience; and
 - x. Administrative Staff with three (3) years of experience.
- (e) 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.
- (f) All Contractor employees shall be employees of the Contractor, and not of Events DC. The Contractor shall be an independent contractor, and the Contract shall not in any way create or form a partnership or joint venture with Events DC.
- (g) The Contractor shall have an organizational structure that establishes reporting lines and lines of accountability among the Contractor’s staff, consultants and subcontractors as applicable, and facilitates an efficient and effective approach to the completion of the required Work.
- (h) The Contractor shall not subcontract any Work to any subcontractor without the prior written consent of the COTR. Any Work or 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 between Events DC and Contractor. Notwithstanding any such subcontract approved by the COTR, the Contractor shall remain liable to Events DC for all Work 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 to September 30, 2021.
- (b) Events DC has the right to extend the term of the Contract for four (4) one-year Option periods (each, an “Option Year”), or successive fractions thereof, by written modification to the Contract before expiration. The exercise of an Option Year is subject to the availability of funds at the time the Option Year is exercised.
- (c) Work to be required will be determined at the time each Option Year is exercised.
- (d) If Events DC exercises an Option Year, the Contract shall be considered to include the Option Year 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.

<u>DELIVERABLE</u>	<u>METHOD OF DELIVERY</u>	<u>DUE DATE</u>	<u>TO WHOM</u>
Kick-Off Meeting	In-Peron or Virtual	As Determined By COTR	COTR
Marketing and Communications Strategy or Campaign Per Project	Electronic	As Determined By COTR	COTR
Marketing Plan	Electronic	As Determined By COTR	COTR
Invoices	Electronic	Monthly	COTR and Invoices@eventsdc.com

D.3 PERFORMANCE

- (a) Events DC desires to obtain complete and satisfactory performance in accordance with the specifications and requirements of this RFP and the Contract. To this end, Events DC is contracting for the complete performance of work identified in **Section C** and reserves the right to assess deductions for non-performance. Events DC will consider inadequate performance to be as undesirable as non-performance, as the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

- (b) The average daily rate calculated from the amount for the Work of the Contractor as set forth in the Contract shall be used to calculate deductions. This rate shall be multiplied by the number of productive and administrative days needed by Events DC to complete the task as determined by the COTR.

[End of Section D]

SECTION E - SPECIFIC CONTRACT PROVISIONS/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 U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 16, April 23, 2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.), for the term of the Contract. If an Option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the exercise.

E.3 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 and completed operations, personal injury (e.g., false arrest, false imprisonment, defamation, libel and slander, discrimination and invasion of privacy), independent contractor's liability and contractual liability.
- (b) **Umbrella liability insurance** (or excess liability insurance), which shall be excess of any general liability and automobile liability policy, and which shall be following form or be broader than underlying policies), at per occurrence limits of at least \$5,000,000.
- (c) **Automobile liability insurance** in the amount of at least \$1,000,000 per accident combined single limit, which shall cover bodily injury (or death) and property damage, and covering owned, hired or non-owned vehicles and any other equipment required to be licensed for road use.
- (d) **Workers' compensation insurance** at statutory limits, and employer's liability coverage at limits of at least \$100,000 per occurrence for bodily injury by accident and \$100,000 per employee for bodily injury by disease, \$500,000 policy limit.
- (e) **All-risk property insurance** to protect against loss of owned or rented equipment and tools brought onto and/or used on any portion of the premises by Contractor and its subcontractors.
- (f) **Fidelity bond/crime insurance** covering employee and subcontractor dishonesty, theft, and fraudulent acts at limits of not less than \$1,000,000 for each loss.
- (g) **Errors and omissions/professional liability insurance** at limits of at least \$5,000,000 per claim and \$5,000,000 aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of this Contract.
- (h) **Technology and telecommunications liability insurance** at limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, for claims resulting from a failure of computer security, theft or disclosure of

confidential information, unauthorized access, unauthorized use, service attack, transmission of a computer virus, failure to protect personally identifiable or confidential information, and potential or actual violation of a privacy regulation.

All insurance policies shall be issued by companies licensed to do business in the District of Columbia and on forms acceptable to Events DC and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Events DC. All insurance shall be primary and not contributory. All insurance policies shall be written by companies with an A.M. Best Co. rating of A+ VII or better and shall contain a waiver of subrogation in favor of Events DC. The policies described in (a), (b), (c), and (h) above shall each contain an endorsement to include the Washington Convention and Sports Authority t/a Events DC as additional insured. The additional insured endorsements shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. The insurance 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.4 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 the Contract.

F.2 FREEDOM OF INFORMATION ACT

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

F.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- (a) The Contractor shall comply with the First Source Employment Agreement Act of 1984 (“First Source Act”), D.C. Official Code § 2-219.01 et seq., as amended.
- (b) The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement with the D.C. Department of Employment Services (DOES) in which the Contractor shall agree that:
 - i. The first source for finding employees to fill all jobs created in order to perform the Contract shall be DOES; and
 - ii. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the DOES First Source Register.
- (c) The Contractor shall submit to DOES, no later than the 10th day of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“Compliance Report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:
 - i. Number of employees needed;
 - ii. Number of current employees transferred;
 - iii. Number of new job openings created;
 - iv. Number of job openings listed with DOES;
 - v. Total number of District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - vi. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (1) Name;
 - (2) Social Security number;

- (3) Job title;
- (4) Hire date;
- (5) Place of residence; and
- (6) Referral source for all new hires.

- (d) If the Contract amount is equal to or **greater than \$300,000**, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.
- (e) With the submission of the Contractor's final request for payment from Events DC, the Contractor shall:
- i. Document in a report to the Contracting Officer its compliance with Section F.3 (d) of this RFP; or
 - ii. Submit a request to the Contracting Officer for a waiver of compliance with Section F.3 (d) and include the following documentation:
 - (1) Material supporting a good faith effort to comply;
 - (2) Referrals provided by DOES and other referral sources;
 - (3) Advertisement of job openings listed with DOES and other referral sources; and
 - (4) Any documentation supporting the waiver request to satisfy the requirements of Section F.3 (f) below.
- (f) The Contracting Officer may waive the provisions of Section F.3 (d) if the Contracting Officer finds that:
- i. A good faith effort to comply is demonstrated by the Contractor;
 - ii. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;
 - iii. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - iv. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.
- (g) Upon receipt of the Contractor's final payment request and related documentation required by this Section F.3 , the Contracting Officer shall determine whether the Contractor is in compliance with Section F.3 (d) or whether a waiver of compliance pursuant to Section F.3 (f) is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the CFO and the COTR.
- (h) Willful breach of the First Source Employment Agreement, or failure to submit the report required by Section F.3 (e) of this RFP, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall pay all penalties to DOES, or may appeal the decision of the Contracting Officer, including the imposition of penalties, to the D.C. Contract Appeals Board.
- (i) The provisions of Sections F.3 (d) through F.3 (h) do not apply to nonprofit organizations.

F.4 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.5 LIVING WAGE ACT OF 2006

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with The Living Wage Act of 2006, codified at D.C. Official Code §§ 2-220.01-11

[End of Section F]

SECTION G - CONTRACT CLAUSES

G.1 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or licensee of Events DC must be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

G.2 TIME

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

G.3 CONTINUITY OF SERVICES

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

- (a) Cooperate fully with Events DC and any successor contractor to 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 G]

SECTION H - SUBMISSION INSTRUCTIONS

H.1 OVERVIEW

All Offerors must submit responses electronically via APEX to be considered for this award. The responses must be prepared as *two (2) separate documents*, one titled "Technical Proposal," with seven (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 APEX ELECTRONIC SUBMISSION REQUIREMENTS

- (a) Offerors must submit proposals electronically via APEX. The Technical Proposal and the Cost Proposal are to be prepared as separate documents.
- (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 #21-S-037-673**. **The status will show as "submitted" if the proposal was successfully submitted or "in-progress" if additional action is required.**

H.3 PROPOSAL DUE DATE

Proposals are due no later than **3:00 PM on Monday, February 8, 2021.**

H.4 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.5 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):

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"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.6 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 (7)-day period will not be considered. To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include, at a minimum, the following:

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

Protests will be reviewed and decided in accordance with Section 309 of Events DC's procurement regulations (19 DCMR § 309). The D.C. Contract Appeals Board (CAB) shall have exclusive jurisdiction to hear and decide appeals from final decisions by Events DC regarding a protest; provided, however, that no appeal may be taken to the CAB unless and until all administrative review procedures provided for in Events DC's procurement regulations have first been fully and properly complied with and exhausted.

The CAB shall hear and decide appeals from final decisions of Events DC and grant relief in accordance with D.C. Code § 2-360.03-05 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.7 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.8 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

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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 BAFOs to all Offerors still within the competitive range.

[End of Section H]

SECTION I - TECHNICAL PROPOSAL

The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the Offeror's capability to meet the requirements of **Section C** and to demonstrate how the Offeror meets the evaluation criteria in **Section 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 is contemplated, provide the same information for each joint venture company.

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

The Offeror shall provide the following:

- (a) A description of the specialized experience and qualifications of its Key Personnel who will perform the Work;
- (b) Brief statement and resumes of Key Personnel and the Project Team to include a description of the experience directly related to the scope of work contained herein; and
- (c) Identify any additional personnel that will perform the Work identified in **Section C**.

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

The Offeror shall describe its experience in performing the type of Work described in **Section C**, Tab 3 must include:

- (a) Samples and/or proof that demonstrates their ability to successfully provide the Work required by Events DC:
 - 1. A statement of the Offeror's implementation of successful campaigns where Client/Contractor was awarded the bid, supported by the Offeror, within the last four (4) years;
 - 2. A review of the methodology and/or case studies used in developing campaigns for three (3) of the Offeror's clients;

3. Three (3) samples of marketing collateral developed such as print ads promotional videos, merchandise/giveaways and digital assets (e-blasts, websites, newsletters, etc.); and
4. Three (3) samples of communications material developed, such as media kits, press releases, and talking points.

(b) Names, address, and phone numbers of three (3) references who can validate the contractor's ability to successfully perform the Work requested by Events DC.

I.4 TAB 4 – TECHNICAL APPROACH

The Offeror shall provide a detailed plan to provide the Work outlined in **Section C** to Events DC. In this section, the Offeror should discuss the various tools, reports, approaches, and experience that the Offeror plans to utilize and employ in a manner that addresses the needs outlined within the scope.

I.5 TAB 5 – DISCLOSURES

Offerors must include the following certifications/disclosures:

- (a) 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) Disclose whether the Offeror is involved in litigation against Events DC or the District;
- (c) Disclose any existing condition or interest which might conflict with the interest, operation or reputation of Events DC; and
- (d) 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

Offerors must include the following documents:

- (a) A completed W-9 Form (form located under the Attachments Tab in APEX);
- (b) A completed Tax Certification Affidavit (form located under the Attachments Tab in APEX);
- (c) A completed Representations, Certifications, and Other Statements of Offerors form (located under the Attachments Tab in APEX); and
- (d) 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 provide fully loaded, fixed hourly rates for all personnel required to provide the Work set forth in **Section C**. The term “fully-loaded, fixed hourly rate” shall mean an hourly rate that includes the base labor rate, overhead costs, fringe benefits, general and administrative expenses, and profit.
- (b) **Other Direct Costs (ODCs)**: ODCs are all other allowable costs directly allocable to the performance of the task. Offerors should submit a list of, and total price for, anticipated ODCs and proposed cost which may be paid on a cost-reimbursement basis. Examples of ODCs shall include, but not be limited to, the purchase of media buys, social or digital media tools, advertising purchases, special events, any costs related to the Tasks outlined in **Section C**. ODC’s exclude travel-related expenses and lodging.

J.2 OPTION YEAR PRICING

The Offeror **must** include Option Year pricing in its Cost Proposal. An offer will be determined to be non-responsive if it fails to include Option Year pricing. Offerors shall repeat the above pricing format for each option year noted and any other direct cost for each Option Year noted.

J.3 PRICING AND COST FORMS

The required Pricing and Cost forms are specified below and are available in the “Attachment” Tab within the APEX Bid. The Offeror shall complete and submit the following forms:

- (a) A completed Pricing Form for the Base Term and each Option Year;
- (b) Any additional labor categories that will be required to perform the Work must be submitted on a separate sheet of paper; and
- (c) Any additional charges and/or reimbursement expenses the Offeror would seek, including the method of determining those charges must be submitted on a separate sheet of paper.

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

This factor will be evaluated based on the submission of resumes and relevant experience of the personnel who will be working directly with Events DC, especially those partners responsible for directing the Work and advice provided.

(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 in providing the Work detailed in **Section C** and project approach, including the demonstrated understanding of Events DC’s needs, as well as the demonstrated specialized experience through references, submission of all samples and/or proof, and technical competence of the Offeror. This factor will be evaluated based on the breadth and depth of the Offeror’s related experience.

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

This factor will be evaluated based on a qualitative assessment of the proposal in meeting the requirements of **Section C**. Events DC will give credit to demonstrated insight, suggested approaches, priorities, or areas of emphasis; and innovative and constructive thinking to providing all Work. In addition, Events DC will evaluate the Offeror’s capabilities based upon their description of the tools and resources that will be used to complete the Work.

K.3 PRICE EVALUATION: 20 POINTS MAXIMUM

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

$$\frac{\text{Lowest price proposal (x) Weight}}{\text{Price of proposal being evaluated}} = \text{Evaluated Price Score}$$

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, ROB, VOB, or LME.

K.5 CBE PREFERENCE POINTS: 12 POINTS MAXIMUM

Events DC will allocate a maximum of twelve (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 based on the percentage of ownership the CBE(s) partner has in the joint venture, subject to the maximum preference limitation set forth in the preceding paragraph.

K.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 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>Pricing Form and Cost Form</i>	Complete and include in Cost Proposal
<i>Rules of the Jobsite for Contractors</i>	Informational

[End of Section L]