



**REQUEST FOR PROPOSALS
FOR
AUDIO-VISUAL SYSTEMS
FOR THE WACO CONVENTION CENTER**

WACO, TX

March 7, 2025

**Proposal Due Date: April 4, 2025
@ 3:00 p.m.**

**For Information Contact: Kathy Bart / General Manager
(254) 750-5810
kbart@asmwaco.com**

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**REQUEST FOR PROPOSALS
FOR AUDIO-VISUAL SYSTEMS OPERATIONS FOR
THE WACO CONVENTION CENTER**

INTRODUCTION

ASM Global, as an agent for the City of Waco, (hereinafter referred to as "City"), manages and operates the Waco Convention Center (hereinafter referred to as "WCC").

By this Request for Proposals ("RFP"), ASM Global is soliciting proposals from qualified companies to operate and provide Audio-Visual Systems within the WCC.

The WCC consists of 32,976 square feet of exhibit space; 13,818 square feet of grand ballroom space; 16,851 square feet of meeting space; and all necessary support spaces. Floor plans of the WCC are attached hereto as Exhibit "B".

This RFP does not commit to the awarding of an Agreement, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of an Agreement. This RFP is intended to allow ASM Global to identify and select a qualified proposer to provide and operate Audio-Visual Systems at the WCC. In evaluating the responses to this RFP, ASM Global reserves the right to consider all elements entering into determining the qualifications of the proposers.

Proposers are required to submit one (1) original and one (1) copy and one (1) digital copy of their complete proposal no later than the date and time below.

All responses and questions concerning this RFP must be submitted to:

Kathy Bart – General Manager
ASM Global/WACO CONVENTION CENTER
100 Washington Ave
Waco, Tx 76701
Phone: (254) 750-5810

Proposals are due no later than 3 p.m. on Friday, April 4, 2025

SECTION 1 – GENERAL INSTRUCTIONS

1.1 DEADLINE FOR PROPOSALS

Proposals shall be received by ASM Global not later than 3:00 p.m., Central Daylight Time on **Friday, April 4, 2025**. Proposals may be hand delivered during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., or otherwise transmitted to the address below. **Facsimile proposals are not acceptable.**

1.2 SIGNIFICANT DATES

| | |
|---------------------------------|--------------------------------------|
| RFP Issued | <u>Monday, March 7, 2025</u> |
| *Deadline for Written Questions | <u>Friday, March 28, 2025</u> |
| Proposal Due Date | <u>Friday, April 4, 2025</u> |

1.3 ADDRESSEE

All Proposals should be addressed to the following:

ASM Global/Waco Convention Center
100 Washington Avenue
Waco, Tx 76701
Attention: Kathy Bart

1.4 NUMBER OF COPIES

One original and one copy as well as one digital copy of the proposals must be submitted.

* Questions may be submitted by 3:00 p.m. on Friday, March 28, 2025; only written questions will be accepted.

SECTION 1 – GENERAL INSTRUCTIONS

1.5 CLARIFICATION AND QUESTIONS REGARDING INTERPRETATIONS OF THE RFP AND CONTRACT DOCUMENTS

At any time during this RFP process up to **Friday, March 28, 2025**, proposers may request, in writing, a clarification or interpretation of any aspect of the RFP. Such written requests should be made to the above addressee. The proposer making the request shall be responsible for its proper delivery to ASM Global.

A summary of all questions submitted, and the responses given will be provided upon written request. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of ASM Global shall not be binding on ASM Global.

If it should appear to a prospective proposer that the performance of the work described or explained in the RFP, or that any conflict or discrepancy exists between different parts thereof or with any federal, state or city law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit a written request for clarification to ASM Global within the time period specified above.

1.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal already received will be accepted by ASM Global only if the modification is received prior to the proposal due date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A proposer may withdraw a proposal already received prior to the due date by submitting to ASM Global a written request for withdrawal executed by the proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

SECTION 1 – GENERAL INSTRUCTIONS

1.7 NOTIFICATION

ASM Global intends to complete evaluations in a timely and efficient manner. Qualified proposers may be selected to prepare formal presentations. Also, at its option, ASM Global may interview the proposers and request a Best and Final Offer ("BAFO"). ASM Global will notify all proposers in writing of the disposition of their response upon selection of the successful proposer.

1.8 HEADINGS

All headings used in this RFP are inserted only as a matter of convenience and reference and in no way define, limit or describe either the scope of this RFP nor the intent of any provision thereof.

1.9 CONDITIONS AND LIMITATIONS

The proposals and any information made as part of the proposals will become part of ASM Global's official files without obligation on ASM Global's part to return them to the original proposer(s).

This RFP and the selected proposer's response will, by reference, become part of the formal Agreement between ASM Global and the selected proposer resulting from this solicitation.

Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of ASM Global or the City for the purpose of influencing consideration of a proposal.

1.10 INSURANCE

The successful proposer shall be required to obtain and maintain in force at all times, during the term of the agreement, insurance coverage as required in Exhibit A.

The successful proposer shall be solely responsible for the cost of insurance. Such coverage shall be obtained from an insurance company licensed to do business in the State of Texas. Evidence of coverage shall be provided to ASM Global within fifteen (15) days after contract award.

SECTION 2 - SCOPE OF SERVICES

2.1 GENERAL SCOPE OF SERVICES

At a minimum, the following services are required to be provided by the proposer selected to provide audio-visual services for the WCC:

1. Maintain a minimum inventory of high-quality audio-visual equipment with a minimum value of (\$150,000) with resources to upgrade accordingly based on need and demand. (As discussed elsewhere, proposers are required to submit with their proposal a listing of the equipment they would maintain at the WCC.)
2. Provide at least one (1) experienced, Full-Time Manager to solicit the business of the WCC clients well in advance of their events and represent the audio-visual provider at WCC meetings, staff meetings and pre-convention meetings at the request of WCC personnel.
3. Provide 24-hour technical support for all rented equipment and the WCC digital media environment.
4. Provide quality sales effort and collateral materials, including recommended price list and equipment rental, for customers of the WCC.
5. Prepare and submit to ASM Global a monthly accounting of all rental and service orders to the ASM Global Director of Finance for WCC. (See Section 3.3 below.)
6. Provide complimentary services and support for facility promotional and training activities.
7. Maintain insurance as required in the General Instructions (pg.15, Exhibit A.)
8. Design and provide pre-printed order forms/contracts for customers of the WCC (see Section 2.2).
9. Provide exclusive rigging services for ASM Global for any Events at the Facility that require rigging.

SECTION 2 - SCOPE OF SERVICES

2.2 CONTRACTS WITH WCC CUSTOMERS

1. Contract Form

Within 21 calendar days after execution of the Agreement between the audio-visual services provider and ASM Global, the provider shall submit for ASM's review a draft contract for use between the provider and WCC customers. Upon review and approval of the contract form, the provider shall utilize that contract form for all contracts with WCC customers requiring audio-visual services.

2. Contract Execution

WCC customers who indicate to ASM Global a need for audio-visual service shall be referred to the audio-visual services provider who shall offer services at the approved, published rates. In some instances, the WCC customer may directly contact the audio-visual services provider. In these instances, services shall also be offered at the published rates. Any deviation from approved rates may be made only with prior written approval of ASM Global.

The audio-visual services provider shall be responsible for executing a contract directly with the WCC customer for the services to be provided. A copy of the final invoice shall be furnished to the ASM Global Director of Finance within 5 calendar days of completion. If there are less than 5 calendar days between performance of services and the monthly financial report, the invoice shall be provided with the monthly billing recap (See Section 3.3).

SECTION 3 - COMPENSATION

3.1 GENERAL

The Agreement resulting from this RFP shall be a non-exclusive agreement in which the audio-visual services provider receives a "preferred" status within the WCC to provide audio-visual services and equipment rentals to WCC customers. However, the AV vendor will be given the exclusive rigging rights for all events held at the WCC. As discussed elsewhere herein, the preferred provider shall receive, at no cost, space within the WCC for its office and storage for its equipment (See Section 4). In addition, the provider shall receive from ASM Global all referrals from customers requesting AV services at the WCC. In certain instances, an WCC customer may desire to utilize a specific audio-visual contract with someone other than the "preferred" provider. When this occurs, ASM Global will permit another audio-visual services provider to operate within the WCC. The preferred provider shall be required to provide support as necessary and according to published rates upon request of the WCC or client designated AV provider.

3.2 COMMISSION

In return for its "Preferred" status and for use of space within the WCC, the audio-visual services provider shall pay the WCC a commission with a stated minimum guarantee against its gross fee charged to WCC customers for audio-visual services. The commission rate shall be as agreed upon in the final Agreement Documents. Payments shall be made monthly to the ASM Global Director of Finance per Section 3.3 below.

3.3 MONTHLY FINANCIAL STATEMENTS; PAYMENT TO ASM Global

No later than the 5th day of each month a financial statement of all labor, services, materials and taxes furnished to clients at the WCC shall be provided to the ASM Global Director of Finance. Each statement shall include copies of the actual billing invoice to the WCC customer, and the resulting commission owed to ASM Global. With each monthly financial statement, the audio-visual services provider shall include its commission payment for all invoicing during the preceding month, regardless of whether the WCC customer has actually made payment to the audio-visual services provider.

SECTION 4 - OFFICE/STORAGE AT THE WCC

4.1 OFFICE AND TELEPHONE

As part of the agreement for the audio-visual services, ASM Global will provide the successful proposer with an office in the WCC. The office will include standard telephone equipment and internet access, but the audio-visual company must pay a flat monthly fee of \$250 for services. The office at the WCC is to be used exclusively for the purposes of providing the services required by this RFP. The audio-visual services contractor shall also be required to provide their own office furniture and supplies.

4.2 STORAGE

Storage space for the audio-visual services contractor will be provided at the WCC. Storage will be provided in the audio-visual service contractor's office, with secondary storage facilities located in the WCC. Specific sizes and locations of office and storage spaces shall be discussed prior to contract execution.

SECTION 5 - TERM OF CONTRACT and EXERCISE OF OPTION

5.1 TERM OF CONTRACT

The term of this Contract shall be as follows:

- **Base Period**

Date of this Contract through September 30, 2025

- **First Option Period** (if exercised by ASM Global)

October 1, 2025, through September 30, 2026

- **Second Option Period** (if exercised by ASM Global)

October 1, 2026, through September 30, 2027

Options may be exercised solely at the discretion of ASM Global.

5.2 EXERCISE OF OPTION

The Option Periods may be exercised at ASM Global's sole discretion. ASM Global shall notify the Contractor of its intent to exercise an option at least 30 days prior to the end of the Base or First Option Period.

SECTION 6 - SUBMITTAL REQUIREMENTS and FORM OF PROPOSAL

6.1 GENERAL REQUIREMENTS

Each Proposal must include the following:

- a. Type of entity (e.g. corporation, partnership, sole proprietorship).
 - (1) Proposals submitted by corporations must be signed by an authorized representative of the corporation in the legal name of the corporation and must include the state of incorporation and the name and titles of the principals.
 - (2) Proposals submitted by a partnership must include the names of all partners and be signed by at least one of the partners.
- b. A brief description and history of Proposer's organization, including an organizational chart that sets forth the management structure of the company.
- c. An itemized summary of the Proposer's audio-visual service experience for facilities comparable to the WCC for the past five years. Please include the following:
 - (1) A list of facilities for which your firm presently provides audio-visual services on a preferred and/or exclusive basis.
 - (2) A list of the other facilities you are contracted to service.
 - (3) A list of clients served that is comparable to the WCC, including at least three references that may be contacted by ASM Global.
- d. A resume of the proposed Full-Time Manager for the audio-visual services to be provided at the WCC. (Subsequent substitution of the Full-Time Manager after contract award may be made only with ASM Global's prior approval.) Also, provide a brief professional history of the employee that will be assigned to the WCC.
- e. Describe the company's training program for employees.
- f. Provide a description of the insurance maintained by the proposer's company and steps taken to meet ASM Global/WCC insurance requirements as detailed in Section 1.10 and Exhibit A.
- g. A complete signed audited financial statement of the proposer's company, for the last fiscal year.
- h. A recent billing statement (with proprietary information redacted) for a facility where the proposer provides audio-visual services.

SECTION 6 - SUBMITTAL REQUIREMENTS and FORM OF PROPOSAL

- i. A statement indicating whether any of the proposer's service contracts have been terminated prior to their expiration date. If so, provide an explanation of the circumstances of the termination.
- j. A proposed price list indicating the audio-visual and labor charges for the services provided at the WCC.

6.2 SERVICES OFFERED

Each proposer must provide in its proposal complete and detailed responses to the following:

- a. Provide details on the kind of audio-visual service your company will offer to customers of the WCC.
- b. Describe how your company is structured locally to ensure on-site audio-visual services.
- c. The selected company's employees will be interacting with the WCC's customers on a professional basis. Describe the special skills your employees will bring to their jobs that will positively impact our clients and staff.
- d. Describe the audio-visual equipment you feel is necessary to adequately service the anticipated audio-visual demand at the WCC. Provide a list of equipment inventory that you will make available per section 2.1.1 (Minimum Inventory).
- e. Explain or describe the kind of collateral or sales materials your company will provide to the potential customers of the WCC.
- f. Describe in detail the sales support you will provide the WCC's sales teams.

6.3 COMMISSION SCHEDULE

Provide the commission structure the proposer is offering the WCC for equipment rentals and labor for audio-visual services. Provide minimum commission guarantee for each contract year including each option period.

6.4 SPONSORSHIP

Describe sponsorship components including but not limited to:

- Sponsorship investment, cash and/or in-kind services
- Promotional support
- Demonstration programs
- Events to be held at WCC

SECTION 7 - EVALUATION PROCEDURES

7.1 EVALUATION, NEGOTIATION, AWARD

Proposals will be evaluated and negotiated in accordance with the evaluation criteria described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are first evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with proposers within the competitive range, after which Best and Final Offers ("BAFO") may be requested. However, ASM Global may select a proposal for an award without any discussions or negotiations or a request for any BAFO. Subject to ASM Global's right to reject any or all proposals, the Audio-Visual Services proposer whose proposal is found to be most advantageous to the WCC, commission, minimum guarantees and other evaluation factors considered, will be selected.

7.2 OPENING OF PROPOSALS

Proposals shall not be publicly opened. The identity of the proposers and the selected proposal will be made available after an award decision has been made.

7.3 ACCEPTANCE/REJECTION OF PROPOSALS

ASM Global reserves the right to reject any or all proposals, to undertake discussions with one or more proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to the WCC, commission, minimum guarantees and other evaluation factors considered. ASM Global reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. ASM Global also reserves the right to waive any defects in any proposal.

Proposers are discouraged from making, taking or stating conditions, exceptions, reservations or understandings relating to the RFP in their Proposals. Proposers making, taking, or stating conditions, exceptions, reservations or understandings in their Proposals or BAFOs do so solely at their own risk. Any conditions, exceptions or reservations must be specifically identified and included in the proposal on a separate page entitled "State of Exceptions."

SECTION 7 - EVALUATION PROCEDURES

7.4 EVALUATION CRITERIA

Each proposal shall be evaluated in accordance with the below listed criteria. A total of 50 points shall be used in the evaluation, distributed as indicated below:

- a. Commission to be paid to the Waco Convention Center. (15 points)
- b. Sponsorship. (10 points)
- c. Experience and reputation for providing quality "on site" preferred audio-visual service at convention centers, hotels or similar facilities. (5 points)
- d. Quality and quantity of audio-visual inventory to be used at the Waco Convention Center. (5 points)
- e. Pricing structure of rental equipment and technical service. (5 points)
- f. Experience of staff and level of service to be provided. (5 points)
- g. Proposed sales effort and quality of collateral and sales materials to be provided. (5 points)

EXHIBIT A – INSURANCE REQUIREMENTS

- A. CONTRACTOR shall at its own expense secure and maintain through the duration of this project and term of this Agreement proper primary insurance written on an on-occurrence basis. Prior to the commencement of this Agreement, CONTRACTOR shall provide to ASM Global proof of the following insurance:
1. Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence combined single limit for bodily injury or death and property damage, including coverage for personal injury, contractual and operation of mobile equipment.
 2. Workers' Compensation Insurance as required by Texas law.
 3. Automobile Insurance with limits of not less than one million dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.
 4. Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence.
- B. All such insurance(s) shall name ASM Global, the City of Waco, Waco Convention Center and their officers, agents and employees as additionally insured.
- C. All such insurance(s) shall be written with insurers maintaining at least an A VIII rating in the current A.M. Bests Manual and licensed to conduct business in the State of Texas.
- D. The original or a certified copy of the above policies, and/or certificates evidencing the existence thereof, shall be delivered to ASM Global prior to the commencement of this Agreement.
- E. Fifteen (15) days prior to the expiration date of any of the above insurance(s), CONTRACTOR shall provide to ASM Global proof of renewal of any insurance(s) due to expire.

In the event of damage to, loss of, or destruction of WCC facilities by reason of fire, storm, theft or other casualty or occurrence of any nature, CONTRACTOR assumes all liabilities for repair and/or replacement of any CONTRACTOR materials and/or equipment of any kind in order to enable full operation of the A/V services to the WCC.

EXHIBIT B-FLOOR PLANS

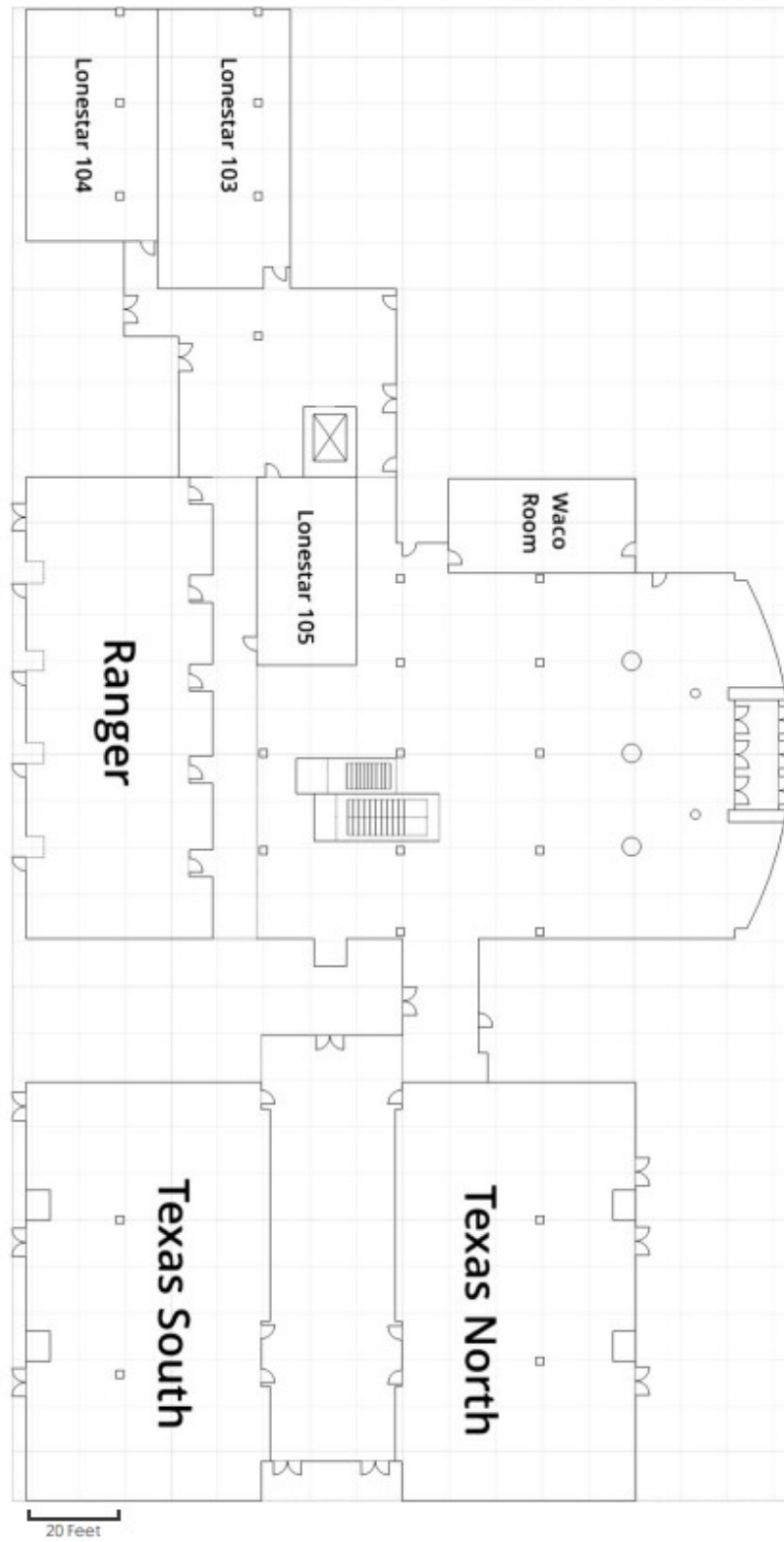


EXHIBIT B-FLOOR PLANS

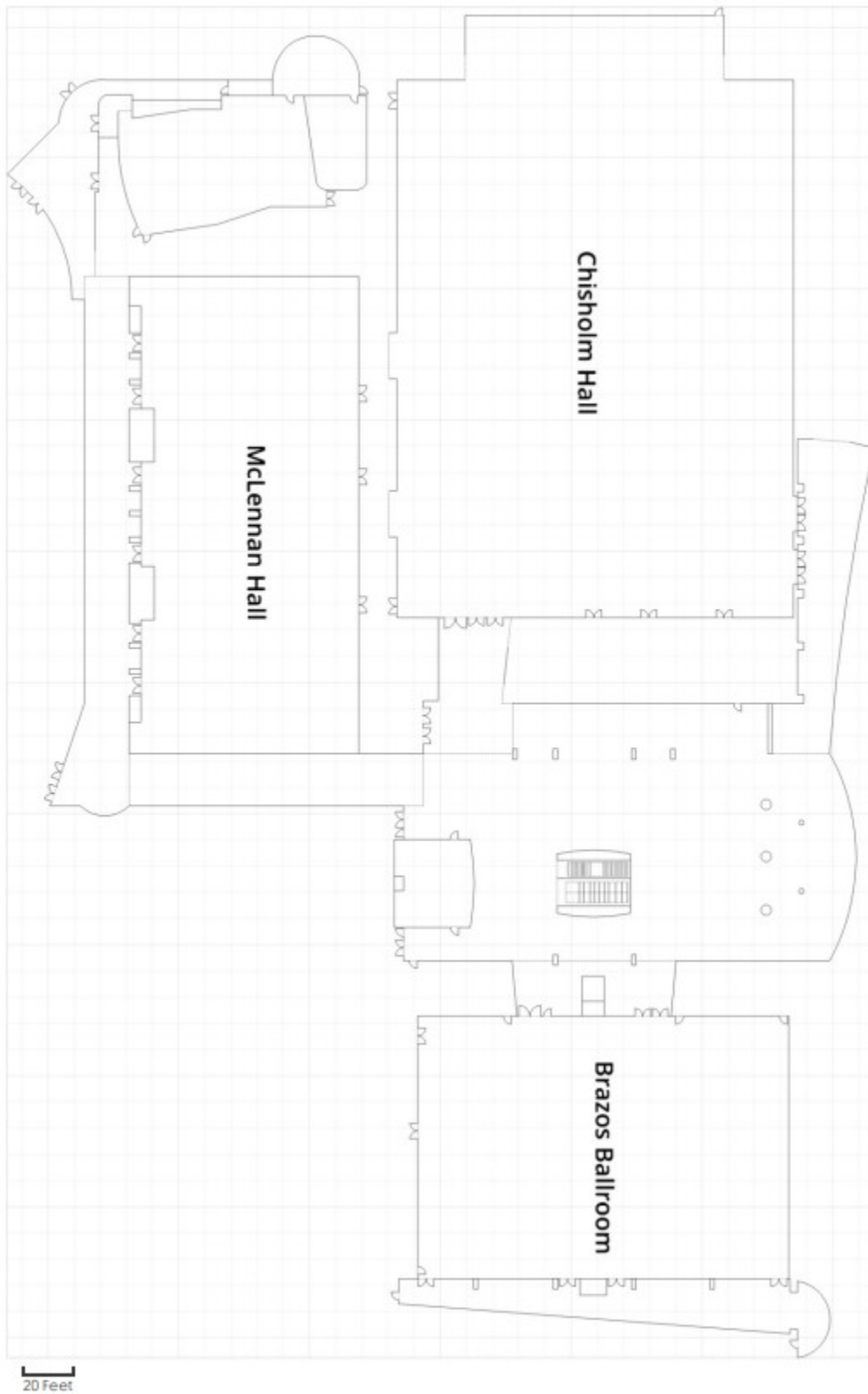


EXHIBIT C- GENERAL INFORMATION/QUESTIONS

PLEASE REFER TO WEBSITE FOR MORE FACILITY INFORMATION

[Waco Convention Center](#)

BUILDING HISTORY

FY 2023 – 2024 (Oct 1-Sept 30)

| Type of Event | Number |
|---------------|------------|
| Banquet | 19 |
| Conference | 35 |
| Consumer | 6 |
| Convention | 13 |
| Meeting | 118 |
| Social | 36 |
| Sports | 14 |
| Tradeshow | 9 |
| Unspecified | 22 |
| Total | 272 |